

DOCKET NO. 172

Number Term Year

20 November 1960

Associates Consumer Discount Co.

Versus

Marion D. Mencer

Margaret Mencer

BORROWERS (NAMES AND ADDRESSES):

• **Walter, Marion L. and Margaret**
• **Main Street**
• **Franklin, Pennsylvania**

LOAN #1756 DATE 5/15

ASSOCIATES

LICENSED CONSUMER DISCOUNT COMPANY
1875 CONSUMER DISCOUNT COMPANY
ADDRESS • 1875 CONSUMERS
CITY • Philadelphia, PA.

DATE OF NOTE AND SECURITY AGREEMENT	PROCEEDS OF LOAN	DISCOUNT	SERVICE CHARGE	PRINCIPAL AMOUNT OF NOTE AND LOAN
11/5/60	\$ 112.50	211.00	\$ 15.00	\$ 100.00
MONTHLY INSTALMENTS \$	1ST PAYMENT AMOUNT	OTHER PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE
11	\$ 17.00	\$ 17.00	11/5/60	5/5/61

Charges Not To Exceed:	Discount, 6% per annum on amount of note for full term. Service Charge(s) for each \$50 or fraction thereof of face of note (Maximum \$15). Default Charges: An additional charge at the rate of 1 1/2% per month from date due on the amount in arrears; provided, however, a minimum charge of twenty-five cents (25¢) may be collected for any default.
Extension Charges: The licensee may, at its option, extend any payment herein provided for, on any payment so extended on additional charge at the rate of 1 1/2% per month for the term of such extension on the amount so extended shall be paid by the borrower; provided, however, a minimum charge of twenty-five cents (25¢) may be collected for any such extension.	

JUDGMENT NOTE

For Value Received I promise to pay to the order of Associates Consumer Discount Company at its above office the face amount of this note above stated. In such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public or private debts. The payment of principal and interest shall be made in consecutive monthly payments as above indicated, beginning on the stated due date for the first payment and continuing on the same day of each succeeding month to and including the stated due date for the final payment, together with an additional charge for default in the payment of said note or for default in the payment of any installment on said note at the rate of 1 1/2% per month from the date due on the final payment, together with an additional charge of twenty-five cents (25¢) may be collected for any default; and with attorney's fees and court costs incurred in the collection of said note in default. If any installment of this note, or part thereof, or additional charge for default, is not paid when due, then the entire unpaid balance shall, at the option of the holder hereof, become immediately due and payable without notice or demand.

This note may be paid partially or wholly prior to the due date or any installment of this note may be paid prior to the due date. If this note is prepaid the payee shall refund to the undersigned the unearned discount in excess of twenty-five cents (25¢), such refund to be computed and paid at the time of final payment on this note.

The payee may, at its option extend any payment herein provided for. On any payment so extended an additional charge of 1 1/2% per month for the term of such extension on the amount so extended shall be paid by the undersigned; provided, however, a minimum charge of twenty-five cents (25¢) may be collected by the payee for any such extension.

We do authorize and empower any attorney or any Court of Record of the Commonwealth of Pennsylvania, or elsewhere, to appear for and to enter and confess judgment against us or either of us for the above sum, with or without declaration filed, with costs of suit, release of errors and without stay of execution. And we also waive the right of injunction on any real estate or personal property that may be levied upon to collect this note and do so hereby voluntarily condemn the same and authorize the Prothonotary to enter upon our said voluntary condemnations, and we further agree that said real estate or personal property may be sold on a fi. fa. and we also waive all benefit or relief from any or all appraisal, stay or exemption laws of any State now in force or hereinafter to be passed, insofar as the same can be waived by us, and also waive the benefit of the present and future Bankruptcy Laws that may be passed by the United States.

The parties hereto and sureties, endorsers and guarantors hereby severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note.

The payee herein named is a licensee under the Consumer Discount Company Act of the Commonwealth of Pennsylvania. The undersigned acknowledges the receipt of a statement of the contract as required by said Consumer Discount Company Act.

This note is secured by a Security Agreement.

Witness:

Witness our hands and seals the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

L-231 (Rev. 8-59) PENNSYLVANIA CHARTER LOAN SET

20 Nov 1960

