

DOCKET NO. 172

Number **Term** **Year**

23 November 1960

Union Banking & Trust Company

Versus

James E. McLaughlin

Jane R. McLaughlin

WRIT OF EXECUTION - (MONEY JUDGMENTS) P.R.C.P. Rules 3101 to 3149

UNION BANKING & TRUST COMPANY :

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

vs. JAMES E. McLAUGHLIN and
JANE R. McLAUGHLIN

Defendants

NO. 23 Nov. Term, 1960 C.D.
No. 3 Nov. Term, 1960 E.D.

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD, SS:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against James E. McLaughlin and Jane R. McLaughlin, Defendant(s);

(1) You are directed to levy upon the property of defendant(s), and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of _____ Garnishee(s)

(Specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued;
(b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

(4) Amount due \$447.70

Interest from Nov. 10, 1960

Attys. Comm. 67.15

Attorneys 12.50
Total \$527.35

Dated November 10, 1960

Wm. J. Langley
Prothonotary.

The Union Banking and Trust
Company of Belpre, a
versus
James E. McLaughlin
and Jane R. McLaughlin
Principle for third of Executive
T. Max T. Wagner,

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

File No. 3 Nov 1960
No. 23 Term November 1960
McLaughlin
Principle for third of Executive

Prothonotary.

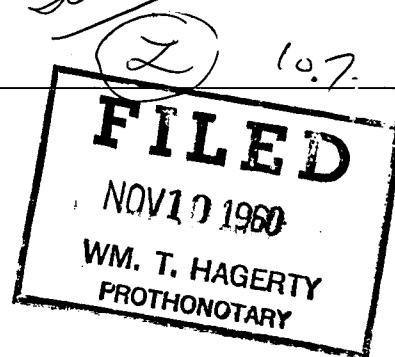
Sir: Enter ~~appeal~~ for Secure witness execution
in the above matter, (1) directed to the Sheriff of Clearfield County;
(2) against James E. McLaughlin and Jane R. McLaughlin,
defendants (3) and signed this writ (2) against James E. McLaughlin
and Jane R. McLaughlin, defendants. Amount due is \$447.70, attorney
commissary of 67.15, entered from November 10, 1960 and Court.
Elleman, Cherry, Cherry
My beloved & Cherry
Attorney for Plaintiff

No. 3 Term Nov 19 60

vs.

APPEARANCE

For James 10.7



Pd 465.00 Rec'd 35.00 Due 12.60 Sept 119.96

1132 56
11G 29 1955 No. 3276, 19

Undersigned, jointly and severally if more than one, promise to pay to the order of

THE UNION BANKING AND TRUST COMPANY OF DuBOIS, DuBOIS, PA.

the sum of Eight hundred thirty two & 59/100 Dollars in 2 SPED 15 successive monthly installments of \$ 47.19 day of

the first installment to be payable on the 15 day of each successive month thereafter. Undersigned further promises and agrees to pay, upon demand of the holder and to the extent permitted by law, a delinquency charge of five cents for each dollar of each installment more than fifteen days in arrears.

As security for the payment of this Note and for all other liabilities of any of the Undersigned to Payee, now existing or hereafter incurred, matured or unmatured, direct or contingent, (herein called the "Liabilities"), the Undersigned pledges with Payee and/or transmits in security interest in, the following property:

1132

together with all additions and substitutions hereafter pledged with Payee and in which the latter may have a security interest (herein called the "Collateral"). As further security for the Liabilities, Payee is hereby given a lien on and security interest in all property of each of the Undersigned now or hereafter in Bank's possession, including but not limited to, any balance or interest in any deposit, trust or agency account; and Payee shall have the same rights to such property as it has in the Collateral.

The occurrence of any of the following events shall constitute a default hereunder and the entire unpaid balance of this Note and/or all other Liabilities of any or all of the Undersigned to holder shall, at the option of the holder and without notice to or demand on Undersigned, immediately become due and payable:

(a) failure of any of the Undersigned to observe or perform any of the obligations contained herein or in any other instrument, security agreement, or writing given by Undersigned to holder in connection with any of the Liabilities; (b) death of any of the Undersigned; (c) any of the Undersigned shall become insolvent or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors; (e) holder in good faith believes the prospect of payment hereunder by any of the Undersigned is impaired; (f) bankruptcy, insolvency, arrangement, debt adjustment, or receivership proceedings in which any of the Undersigned is alleged to be insolvent or unable to pay his or her debts as they mature, shall be instituted by or against any of the Undersigned.

Upon the occurrence of any default hereunder, the holder shall have all rights and remedies with respect to this Note and the Collateral which are provided for by law, including but not limited to, those provided for herein, in the Collateral, and in the Uniform Commercial Code (Pa.); and Payee shall have the immediate right to set-off against the Liabilities, all moneys owed by Payee, in any capacity, to any of the Undersigned.

Each of the Undersigned do hereby authorize and empower the Prothonotary or Clerk or any attorney of any court of record within the United States, or elsewhere, to appear for them, or any of them, and to confess judgment against them, or any of them, and in favor of the holder hereof, with or without declaration filed, for a sum equal to the face amount of this Note, with costs of suit, and with 15% added as attorney's collection fees; and with respect to any judgment entered hereon, each of the Undersigned waives, in regard to any real or personal property levied upon, any right of appraisal, exemption or stay of execution under any law now in force or hereafter enacted, the right of inquisition (and agrees that any real estate shall be voluntarily condemned and may be sold under a writ of f. fa.), the right of appeal, and does release all errors. Each of the Undersigned and all endorsers waive protest of this Note. Waiver of any default shall not constitute waiver of any subsequent default.

James E. Syme (SEAL)

(Address)

(SEAL)

James M. Flughman (SEAL)

(Address)

(SEAL)

(Address)

File Date 3 Nov - 1960

THE UNION BANKING AND TRUST
COMPANY of DuBois, Pa.
vs.
JAMES E. McLAUGHLIN
JANE R. McLAUGHLIN

In the Court of Common Pleas
of CLEAREFIELD County,
of NOVEMBER Term, 19 60
No. 23
D. S. B.

STATE OF PENNSYLVANIA,
County of Clearfield }ss:

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the handS and seal Sof the Defendant, S bearing date the..... 29th day of..... August A. D. 19 59, whereby the Defendant doth promise to pay to the said Plaintiff in 24 successive monthly installments of/\$47.19 the sum of Eleven Hundred and Thirty-Two and 56/100----- Dollars, for value received, with interest from..... August 29, 1959 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..... Four Hundred and Forty-Seven and 70/100----- Dollars with interest from..... November 10, 1960..... as aforesaid, costs of suit Fifteen per cent (15%) 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 \$..... \$447.70 \$447.70
Interest from..... November 10, 1960 67.15 \$514.85
Attorney's Commission..... \$67.15
GLEASON, CHERRY & CHERRY
By *Edward V. Cherry* Attorney for Plaintiff

STATE OF PENNSYLVANIA,
County of CLEAREFIELD }ss:

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..... November Term, 19 60, and therein confess judgment against..... Defendants.....and in favor of..... THE UNION BANKING AND TRUST COMPANYthe plaintiff , for sum of..... Four Hundred and Forty-Seven and 70/100----- Dollars, with interest from..... August 29, 1960 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon with Fifteen (15%) 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 V. Cherry* Attorney for Defendant S

To..... Wm.... 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, Pa.

and that the precise residence of the within judgment debtor is.....

Orient [REDACTED] Avenue, DuBois, Pa.

GLEASON, CHERRY & CHERRY

By *Edward V. Cherry*
Attorneys for Plaintiff

Court of Common Pleas

of CLEAFIELD County

NOVEMBER Term 19 60

No. 23

THE UNION BANKING AND TRUST

COMPANY of DuBois, Pa.

vs.

JAMES E. McLAUGHLIN

JANE R. McLAUGHLIN

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$ 447.70

Interest, - - - 6%

Atty's Com. - \$67.15

Filed *Sept 5 1960*

| | |
|----------------|------------------------|
| FILED | |
| <i>9/5/60</i> | PROTHONOTARY |
| <i>1960</i> | |
| WM. T. HAGGERY | Attorney for Plaintiff |
| PROTHONOTARY | |

GLEASON, CHERRY & CHERRY

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