

DOCKET NO. 173

Number Term Year

114 November 1960

Community Loan & Discount Co.

Versus

Lonnie Howell

James Howell

COPY

Loan No. 9599

**Community Loan and Discount Company
OF CLEARFIELD, PENNA.**

..... 600.00

Clearfield, Pa., November 21 19 60

We jointly

and severally promise to pay to the order of the Community Loan and Discount Company of Clearfield, Pennsylvania, or order, or assigns, the aforesaid sum of Six hundred and no/100----- Dollars

with interest at the rate of Three (3) per centum per month on that part of the unpaid principal balance not in excess of One Hundred Fifty (\$150.00) Dollars; two (2) per centum per month on that part of the unpaid principal balance in excess of One Hundred Fifty (\$150.00) Dollars but not in excess of Three Hundred (\$300.00) Dollars; and one (1) per centum per month on any remainder of such unpaid principal balance, for actual time used under the provisions of the Act of 1915, P. L. 1012 and amended by Act No. 40 of the 1953 Session, payable at the office of the Community Loan and Discount Company of Clearfield, Pennsylvania, in the Borough of Clearfield without defalcation, or set off, for value received. On any unpaid balance after 24 months from date hereof, interest shall be payable at the rate of 6% per annum.

Payment of principal and interest shall be made in 24 successive monthly installments of \$32.09, beginning on the 5th day of December, 1960, and continuing on the same day of each succeeding month to and including the due date of the final installment which shall be the 5th day of November, 1962, provided that the final installment shall in any case be equal to the unpaid principal balance and accrued interest thereon. Payment in advance may be made in any amount. All payments hereon shall be applied first to interest to date of payment and remainder to principal.

And further we do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, or the Prothonotary hereof, to appear for us and with or without declaration filed, to confess judgment against us at any time for the above sum with costs of suit, release of errors, without stay of execution and for value received do also waive the right and benefit of any law of this or any other State exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on fi. fa., with release of errors thereon and upon the failure or insolvency of the maker agree that this note shall forthwith become due and payable.

And the further condition of this obligation is such that if at any time default shall be made in any installment of the principal or the interest as aforesaid for the space of two days after any payment thereon shall fall due, then the whole principal sum shall become due and payable at the option of the said Company. If this obligation becomes in default, then the whole amount remaining due shall become due and payable and interest shall be charged thereon at the above specified rate.

..... Witness

Rosella Howell

..... (Seal)

..... Witness

Alonzo Howell

..... (Seal)

..... Witness

..... (Seal)

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, 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.

.....
Witness

Lonnie Howell

.....(SEAL)

.....
Witness

James Howell

.....(SEAL)

.....
Witness

.....(SEAL)



114 Nov 1960
S1
61 Lonnie & James Howell
Woodland, Pa.

114 Nov 1960
S1
Ralph J. Klein