

DOCKET NO. 173

Number Term Year

136 November 1960

Community Loan & Discount Company

Versus

Mrs. Eva C. Smith

Clarence E. Smith

136 Nov 1960
Title to property that is
followed by a deed and a court
order.

LeContes Mills, Pa.

By *Ralph H. Hume*

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 exe-
cution, the undersigned also waive the right of injunction 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 N. Y., 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

37
Eva C. Smith 206-1 (SEAL)

..... Witness

22
Clarence E. Smith 205-1 (SEAL)

..... Witness

..... (SEAL)

5/r/2/39.
FILED
10:36 AM
NOV 29 1960
WM. T. HAGERTY
PROTHONOTARY
35074

COPY

Loan No. 9629

Community Loan and Discount Company OF CLEARFIELD, PENNA.

\$ 530.00

Clearfield, Pa., November 25 1960

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 **Five hundred thirty 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 \$ **28.69**, beginning on the **30th** day of **December**, 19 **60**, and continuing on the same day of each succeeding month to and including the due date of the final installment which shall be the **25th** day of **November**, 19 **62**, 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 thereof, 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	Ferdin Shirey	(Seal)
Witness	Neva Shirey	(Seal)
Witness		(Seal)

SIGN THIS BLANK FOR SATISFACTION

Received on ...February 28, 19 64, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

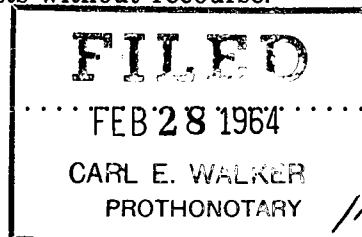
M. A. Ogden
Witness

COMMUNITY LOAN & DISCOUNT CO.
Dorothy M. Roseberry
Secretary Plaintiff

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. 173 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Loan & Discount Co. ✓

No. 136 TERM November 19 60

Penal Debt \$

Real Debt \$ 530.00

Atty's Com. \$

Int. from November 25, 1960

Entry & Tax By Plff. 3.50

Atty Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same November 25 19 60

Date Due In Installments 19....

Expires November 29 1965.

Entered of Record 29th day of November 19 60 10:36 AM EST

Certified from Record 29th day of November 19 60

John P. Hagerty
.....
Prothonotary