

DOCKET NO. 173

Number	Term	Year
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159	November	1960
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Curwensville State Bank

Versus

Calvin Johnston a/k/a Calvin

G. Johnston and Darlene

Johnston a/k/a Darlene I.

Johnston

✓ Book 173

Curwenville State Bank

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

VERSUS
Calvin Johnston ²³ vs. Calvin
A. Johnston & ²³ Parlene Johnston
and Parlene A. Johnston

No. 159 Term November 1960

To Carl Walker

Prothonotary.

Sir: Enter ~~Please appear~~ for mark the above

judgement satisfied.

Bill S. Berdath & Swope

in above case
by: Carl Walker

584, 80.

Attorney for Plaintiff

no atty com.

Instm 8/15/60.

FILED
JUL 16 1963
CARL E. WALKER
PROTHONOTARY

—Lap over margin—

I hereby certify that the precise
residence address of creditor is:-

State Street,
Curwensville, Pa.

Address of debtors is:

Bloomington Avenue,
Curwensville, Pa.

BELL, SILBERBLATT & SWOOP

BY: M. L. Schleske
Attorneys for Creditor

CURWENSVILLE STATE BANK

VS

CALVIN JOHNSTON, a/k/a CALVIN G.
JOHNSTON, and DARLENE JOHNSTON,
a/k/a DARLENE I. JOHNSTON

D.S.B.

Narr, Instrument and Affidavit,

Confession of Judgment,

Filed, 19

S. R. L. H. C.
RECEIVED
DECEMBER 19 1960
W.M.T. HEDDERLEY
REGISTRATION AGENT

4.00 by July

BELL, SILBERBLATT & SWOOP
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 159

D. S. B.

CURWENSVILLE STATE BANK,
Plaintiff

-vs-

CALVIN JOHNSTON, alias CALVIN G.
JOHNSTON, and DARLENE JOHNSTON,
alias DARLENE I. JOHNSTON, his
wife,

Defendants

C O M P L A I N T

Plaintiff, Curwensville State Bank, complains that Defendants, on the 15th day of August, 1960, at Curwensville, Pennsylvania, by a certain written instrument, which is attached hereto marked Exhibit "A" and made a part hereof, promised to pay to the holder thereof the sum of Six Hundred Fifty-Seven and 90/100 (\$657.90) Dollars in the manner therein provided, and that there presently remains owing to Plaintiff, as the lawful holder of said instrument, the unpaid principal balance of Five Hundred Eighty-four and 80/100 (\$584.80) Dollars. Wherefore, Plaintiff is damaged in the sum of Five Hundred Eighty-Four and 80/100 (\$584.80) Dollars and brings this suit.

BELL, SILBERBLATT & SWOOP

BY: M. L. Silberblatt
Attorneys for Plaintiff

C O N F E S S I O N

By virtue of the Wattant of Attorney contained in Exhibit "A" attached hereto, the undersigned attorney hereby appears for Defendants within named, and confesses judgment against them and in favor of the said Plaintiff, in accordance with the terms of said Warrant of Attorney, for the sum of Five Hundred Eighty-four and 80/100 (\$584.80) Dollars, liquidated as follows:

Amount of Debt - - - - - \$ 584.80
Interest from _____, 19
Total amount due - - - - - \$ 584.80

Dated: December , 1960.

BELL, SILBERBLATT & SWOOP

by: M. L. Silberblatt
Attorneys for Defendants
Pro Hac Vice.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 121

D. S. B.

CUMBERLAND STATE BANK
PAINTER

-AA-

CARLTON THOMSTON, alias CARLTON G.
THOMSTON, alias DARRYL THOMSTON,
alias DARLINE I. THOMSTON, his
wife, ^{and} _{Defendant}

COMPLAINT

Plaintiff, Cumberland State Bank, complaint this Defendant, on

the 15th day of August, 1960, at Cumberland, Pennsylvania, by a certain witness,
plaintiff, which is attached before marked Exhibit "A" and made a part thereof,
promised to pay to the holder thereof the sum of Six Hundred Fifteen and
00/100 (\$615.00) Dollars in the manner herein provided, and that there
presumably remains owing to Plaintiff, as the lawful holder of said instrument,
the sum of Six Hundred Fifteen Dollars and 80/100 (\$618.80)
Dollars. Therefore, Plaintiff is damages to the sum of Five Hundred Eighty-
Four and 80/100 (\$584.80) Dollars and damages for suit.

BETL, SILVERBLATT & SWOPE

BY: *[Signature]*
Attorneys for Plaintiff

CONFESSION

By virtue of the warrant of Affidavit contained in Exhibit "A"
affidavit, the undersigned attorney hereby abeats to Plaintiff
sumed, and confesses judgment against him in favor of the said Plaintiff,
in accordance with the terms of said warrant of Affidavit, for the sum of
Five Hundred Eighty-Two and 80/100 (\$582.80) Dollars, judgment as follows:

Amount of Def - - - - - \$ 582.80
Interest from - - - - - \$ 582.80
Total amount due - - - - - \$ 582.80

Date: December 1, 1960. BETL, SILVERBLATT & SWOPE

BY: *[Signature]*
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF CLEARFIELD : .

Before me, the undersigned authority, personally appeared A. W. STRAW, who, being duly sworn according to law, deposes and says that he is authorized to make this Affidavit on behalf of Plaintiff, that he is familiar with the facts set forth herein, that the annexed judgment note with warrant of attorney is the original judgment note with warrant of attorney upon which judgment is confessed herein, and that the allegations of fact contained in the foregoing statement are true and correct; and that Defendants are not in the Military Service of the United States.

A. W. Straw
A. W. Straw

Sworn and subscribed to
before me this 1st day
of Dec. , 1960.

Mary M. Spencer

Notary Public
My Comm. No. 1432
17, 1961

680

680

Curwensville, Pa., August 15.....19560
For VALUE RECEIVED I—we—promise to pay to the order of
the CURWENSVILLE STATE BANK at CURWENSVILLE, Pa., the principal sum of

\$36.55 due 26th ea. mo.
\$ 657.90

For VALUE RECEIVED I—we—promise to pay to the order of the CURWENSVILLE STATE BANK at CURWENSVILLE, Pa., the principal sum of **Six hundred fifty seven and 90/100—** - - - - - Dollars in 18 monthly installments of \$36.55 each (except last installment of \$.....) Sect 4

beginning on the 46th day of Sept., 1900, and continuing on the same day of each and every month until the full amount thereof is paid.

In the event that I/we fail to make any payment herein provided for at the time the same becomes due under the provisions hereof, and said payments shall become overdue for a period in excess of 10 days, I/we promise to pay a "late charge" of five cents for each dollar so over due, for the purpose of defraying the expense of following up and handling the said default, payment. Failure to meet any payment when due shall render the installment feature of this obligation void, and the remaining balance shall become due and payable at the option of the holder of said note. And the undersigned, in the event of such default, hereby authorizes any Attorney at Law to appear in any Court of Record in the Commonwealth of Pennsylvania or elsewhere in the United States and waive the issuing and service of process and confess judgment against us, or either or any of us, in favor of the holder of this note for the amount appearing due and costs of suit, and thereupon to release all errors and waive all right of appeal and stay of execution in our behalf; hereby authorizing the holder to apply herein at any time any moneys owing by such holder to us, or either or any of us, and further agreeing that in case of insolvency, business failure or default on this or any other obligation by the holder, then, at the option of the holder, this and all other obligations shall at once become due and payable, without demand or notice, with interest after maturity.

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

11

Seal. Signature
of - [Signature] (SEAL)
(SEAL)

.....(SEAL)