

DOCKET NO. 173

Number	Term	Year
197	November	1960

The County National Bank at Clearfield

Versus

George A. Wescott, Jr.

Mary B. Wescott

SIGN THIS BLANK FOR SATISFACTION

Received on MAR 10 1969 19....., of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same. County National Bank Clearfield, Pa.

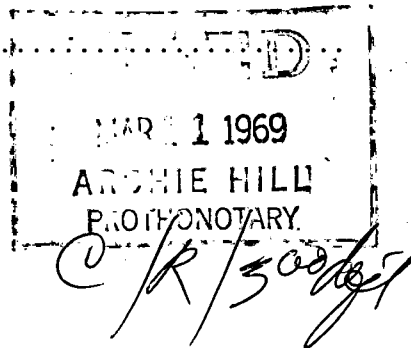
..... Linda L. Schatz
Witness

ASSISTANT CASHIER 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

County National Bank at Clearfield

No. 197 TERM November 1960

Penal Debt \$
Real Debt \$ 15,000.00
Atty's Com. \$ 750.00

VERSUS

George A. Wescott, Jr.

Mary B. Wescott

Int. from June 8, 1959
Entry & Tax By Atty. \$ 3.50
Atty Docket \$ 3.00
Satisfaction Fee 1.00
Assignment Fee 1.00
Instrument D. S. B.
Date of Same June 8 1959
Date Due In Installments 19
Expires December 3 1965

Entered of Record 3rd day of December
Certified from Record 3rd day of December

Wm. A. Langley
Prothonotary

Know all Men by These Presents

THAT we, GEORGE A. WESCOTT, JR. and MARY B. WESCOTT, his wife, of the Township of Lawrence, County of Clearfield, and State of Pennsylvania, are

held and firmly bound unto THE COUNTY NATIONAL BANK at CLEARFIELD, a national banking association organized and existing under the laws of the United States of America, with its principal office and place of business in the Borough of Clearfield, Clearfield County, Pennsylvania;

in the sum of ~~Thirty Thousand Dollars (\$30,000.00)~~

lawful money of the United States, to be paid to the said The County National Bank at Clearfield, its certain Attorneys, successors, or assigns, to which payment well and truly to be made, they do bind them self, their heirs, executors or administrators, firmly by these Presents. Sealed with their Seal, Dated the eighth day of June in the year of our Lord one thousand nine hundred and fifty-nine

The Condition of this Obligation is Such, That if the above bounden

George A. Wescott, Jr. and Mary B. Wescott heirs, executors, administrators or any of them, shall and do well and truly pay or cause to be paid unto the above named The County National Bank at Clearfield, its certain attorneys, successors or assigns, the just sum of Fifteen Thousand Dollars (\$15,000.00)

lawful money as aforesaid, together with interest thereon, at the rate of six per cent., per annum; payments to be made at the rate of One Hundred Seven and 47/100 (\$107.47) each and every month beginning July 8, 1959

to be applied first to interest and the balance to principal, the entire unpaid balance to be paid within twenty (20) Years from the date hereof and also all premiums for maintaining an insurance against loss or damage by fire, to an amount of Fifteen Thousand Dollars (\$15,000.00)

Dollars, upon the premises described in the accompanying Indenture of Mortgage, without any fraud or further delay; and shall produce to the said The County National Bank at Clearfield, its successors or assigns, on or before the First day of December of each and every year, receipts for all taxes of the current year assessed upon the mortgaged premises; then the above Obligation to be void, or else to be and remain in full force and virtue, **Provided**, however, and it is hereby expressly agreed, that if at any time default shall be made in the payment of the principal sum or any instalment thereof or interest for the space of thirty (30) days after the same shall fall due, or in the payment of any premium of insurance as aforesaid, or in such production to The County National Bank at Clearfield, its successors or assigns, on or before the First day of December of each and every year, of such receipts for such taxes of the current year upon the premises mortgaged; then and in such case the whole principal debt aforesaid, shall, at the option of the said The County National Bank at Clearfield, its successors or assigns, become due and payable immediately, and payment of said principal sum and all interest thereon, may be enforced and recovered at once, any thing herein contained to the contrary thereof notwithstanding.

And Provided, further, however, and it is hereby expressly agreed, that if at any time hereafter, by reason of any default in payment, of said principal sum or any instalment thereof at maturity, or of said interest, or of said premiums of insurance, or in production of said receipts for taxes, within the time specified, a writ of Fieri Facias is properly issued upon the Judgment obtained upon this Obligation, or by virtue of the warrant of attorney hereto attached, or a writ of Scire Facias is properly issued upon the accompanying Indenture of Mortgage, an attorney's commission for collection, viz: five (5) per cent., shall be payable, and shall be recovered in addition to all principal, interest and premiums of insurance then due, besides costs of suit.

And further, I and/or we do by these presents empower any attorney of any court of record in the State of Pennsylvania, or elsewhere, to appear for me and/or us therein and confess judgment against me and/or us for the said penal sum, with costs of suit and release of all errors, and I and/or we do hereby waive the right of inquisition on real estate, and all laws exempting real or personal property from levy and sale on execution; I and/or we do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the Fieri Facias said voluntary condemnation; hereby waiving and releasing all relief from any and all exemption and stay laws now in force or which may hereafter be passed by the State of Pennsylvania and any other state, and the United States of America; and also the benefit of the present and any future bankrupt laws, and insolvent debtor's laws of any state and the United States; and further, I and/or we do hereby agree that any judgment entered by virtue of the power herein contained shall be final and conclusive, here-

THE COUNTY NATIONAL BANK AT
CLEARFIELD

vs.

GEORGE A. WESCOTT, JR.

MARY B. WESCOTT

State of Pennsylvania, } ss.
County of CLEARFIELD

In the Court of Common Pleas

of CLEARFIELD County,

of Term, 1960

No.

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seals of the Defendant s, bearing date the 8th day of June A. D. 19 59 , whereby the Defendant s doth promise to pay to the said Plaintiff in instalments the sum of Fifteen Thousand (\$15,000.00)..... Dollars, for value received, with interest from June 8, 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 , and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Fifteen Thousand (\$15,000.00)..... Dollars with interest from June 8, 1959 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: See bond attached for complete waivers

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff , to wit: The sum of \$ 15,000.00

Interest from June 8, 1959

Attorneys commission 5% 750.00

Credit \$378.86

Attorney for Plaintiff

State of Pennsylvania, } ss.
County of CLEARFIELD

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, we SMITH, SMITH & WORK, attorneys for the Defendant s in the stated action without writ, as of Term, 19 60 , and therein confess judgment against them and in favor of THE COUNTY NATIONAL BANK AT Clearfield the Plaintiff , for sum of Fifteen Thousand Seven Hundred Fifty Dollars, with interest from June 8, 1959, on \$15,000.00 thereof, with costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon. See bond attached for complete waivers

Credit \$378.86

Attorney for Defendant

To WILLIAM T. HAGERTY , Esq.,

Pro. Com. Pleas of CLEARFIELD Co.

We hereby certify that the precise residence address of the within judgment creditor
is Cor. Second & Market Sts., Clearfield. Pa. and that of the judgment
debtors Highview Village, Lawrence Township, Clearfield County, Penna.
James H. Hester
Attorneys for Plaintiff

197 Nov - 1960

Court of Common Pleas
of CLEARFIELD County

Term 1960

No.

THE COUNTY NATIONAL BANK AT
CLEARFIELD

45 vs.

65 GEORGE A. WESCOTT, JR.
MARY B. WESCOTT

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 15,000.00

Interest, F.E. -
June 8, 1959

Att'y's Com. - 5% 750.00

Filed

S/R 8/57 Prothonotary
SMITH, SMITH & WORK

FILED
DEC - 3 1960
9:15 A.M. E.S.F.
WM. T. HAGERTY
PROTHONOTARY

3.50 by 0059