

DOCKET NO. 173

Number	Term	Year
201	November	1960

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Ellsworth Construction Company of Pittsburgh

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**Versus**

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Frank A. Cupp,

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Blanche Cupp

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\$ 2280<sup>00</sup>/<sub>100</sub>

Oct 12 1960

On demand after date we promise to pay to the order of E. Llewellyn Construction Co.

Twenty Two Hundred Eighty Dollars

Payable at Littleton, Colorado

Without deduction, value received, with interest

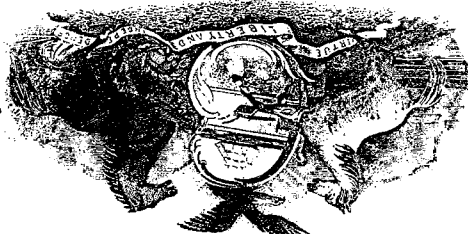
And further, we do hereby empower our Attorney of our Court of Record within the United States or elsewhere to appear for us and other one or more declarations filed, confess, judgment against us as of any term for the above sum with costs of suit and Attorney's commission of 10 percent for collection and release of all errors, and without stay of execution and injunction and extension upon any levy on real estate is hereby waived, and remission agreed to and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

Witness our hand and seal

Frank A. Cripp (SEAL)

Blanche Cripp (SEAL)

No. Due



ELLSWORTH CONSTRUCTION COMPANY,  
5744 Ellsworth Avenue  
Pittsburgh 32, Pennsylvania

vs.

FRANK A. CUPP and BLANCHE

CUPP

In the Court of Common Pleas

of Clearfield County,

of November Term, 19 60

No. 201

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 hand <sup>s</sup> and seal <sup>s</sup> of the Defendant <sup>s</sup>, bearing date the twelfth day of October A. D. 1960, whereby the Defendant doth promise to pay to the said Plaintiff on demand after date the sum of Twenty Two Hundred Eighty Dollars, for value received, with interest from October 12, 1960

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 <sup>s</sup>, and after one or more declarations filed, to confess judgment against Defendants and in favor of said Plaintiff for the said sum of Twenty Two Hundred Eighty Dollars with interest from October 12, 1960 as aforesaid, costs of suit

and release of errors in the entering of said judgment, or the issuing of any process thereon with ten per cent (10%) 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 <sup>s</sup> to the said Plaintiff, to wit: The sum of \$2280.00

Interest from October 12, 1960 \$2280.00

Attorney's Commission \$228.00 228.00

GLEASON, CHERRY & CHERRY \$2508.00

By John A. Cherry  
Attorney for Plaintiff

STATE OF PENNSYLVANIA,

County of Clearfield

ss:

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Gleason, Cherry & Cherry, Attorneys, appear for

the Defendant <sup>s</sup> in the stated action without writ, as of November Term, 1960, and therein confess judgment against Defendants and in favor of ELLSWORTH CONSTRUCTION COMPANY, of Pittsburgh, Pa.

the plaintiff, for sum of Twenty Two Hundred Eighty Dollars, with

interest from October 12, 1960

costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon with ten per cent (10%) 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 John A. Cherry  
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.....  
**5744 Ellsworth Avenue, Pittsburgh 32, Pennsylvania**

and that the precise residence of the within judgment debtor is **214½ Pruner Street,**  
**Osceola Mills, Pennsylvania**

**GLEASON, CHERRY & CHERRY**  
By *John A. Cherry*  
Attorneys for Plaintiff

**Court of Common Pleas**  
of **Clearfield** County  
**November** Term 19**60**  
No. **201**

**ELLSWORTH CONSTRUCTION COMPANY,**  
of **Pittsburgh, Pa.**

vs.  
**FRANK A. CUPP**  
**BLANCHE CUPP**

**D. S. B.**

Note of Warrant of Attorney

Debt, - - - \$ **2280.00**

Interest, - - - **6%**

**\$228.00**

Filed  
**FILED**  
DEC-5 1960  
WAL. T. HUNGERFORD, Notary  
**Gleason, Cherry & Cherry**  
Attorney for Plaintiff

**GLEASON, CHERRY & CHERRY**  
ATTORNEYS AT LAW  
109 N. BRADY STREET  
DU BOIS, PENNSYLVANIA