

DOCKET NO. 173

Number	Term	Year
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224	November	1960
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Community Consumer Discount Co.

Versus

William R. Ogden

Norma Ogden

8052

Community Consumer Discount Company
of Clearfield, Pa.

\$ 2457.00 Clearfield, Pa. December 2, 19 60

For value received, the undersigned jointly and severally promise to pay

to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., or order, or assigns, at its office in the Borough of Clearfield, Pa.,

the sum of Two Thousand Four Hundred Fifty Seven and no/100 Dollars, without defalcation
or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 66, approved the 8th day of April, 1937, entitled "Con-
sumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of Sixty Eight and 25/100 Dollars each, followed by

no equal installments of none Dollars each, the first installment

falling due and continuing each of every month thereafter.

If default shall be made in the payment of any of the said installments of this note or any renewal thereof, as and when the same become due according to the provisions hereof, or the provisions of any renewal hereof, or if any of the undersigned shall attempt to abscond, or move from the jurisdiction of the Courts of this County, or shall assign, secret, or dispose of his or her property, without notice to the holder hereof, then, or in any of the said events, the whole principal sum of this note or any renewal hereof or such portion thereof as shall then remain unpaid with interest, costs and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice to the undersigned, and interest shall be charged for any extension, deferment or default at the rate of 1 1/2% per cent per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five (25c) cents.

And the undersigned do hereby authorize 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 above sum, with or without defalcation, with interests above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquiry 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 f. f. a., 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.

Each maker, co-maker, endorser, guarantor, or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, or deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance of the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce the conditions of this agreement.

Witness (SEAL)
Witness (SEAL)
Witness (SEAL)
Witness (SEAL)
(Please sign your name in full)

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 default, with interest as above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquiry 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

..... (SEAL)

..... Witness

..... (SEAL)

..... Witness

..... (SEAL)

224 Nov 1960

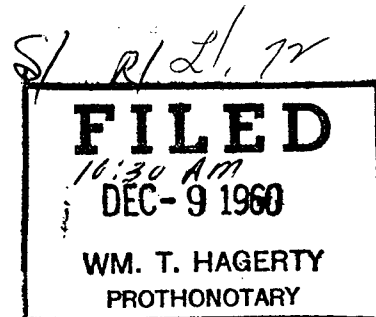
This is to certify that the
address of the following is
a true and correct address:

1227 Turnpike Ave.

Clearfield, Pa.

COMMUNITY CON OM & DISCOUNT CO.

Ralph J. Hower
Secy-Treas.



3.50 Pa

STATEMENT OF JUDGMENT

#8652

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

Clearfield, Pennsylvania

VERSUS

Norma Ogden

William R. Ogden

1227 Turnpike Avenue, Clearfield, Pa.

No. 224 TERM November 19 60
Penal Debt \$
Real Debt \$ 2457.00
Atty's Com. 10% \$
Int. from December 2, 1960
Entry & Tax By Plff. \$ 3.50
Atty Docket \$
Satisfaction Fee 1.00
Assignment Fee 1.00
Instrument D. S. B.
Date of Same December 2, 19 60
Date Due In Installments 19
Expires December 2, 19 65

Entered of Record 9th day of December
Certified from Record 9th day of December

Wm T. Hagerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on March 2,....., 19⁶⁵...., of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

Community Consumer Discount Co.

G. J. J. J. J.
.....

Witness

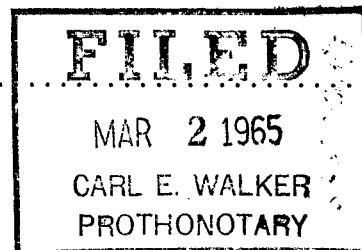
Secretary

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



C/12/150

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMUNITY CONSUMER DISCOUNT COMPANY	:
	:
VS.	: No. 224 November Term, 1960
	:
WILLIAM R. OGDEN and NORMA J. OGDEN	:

POSTPONEMENT OF LIEN

WHEREAS, under date of December 9, 1960, a Judgment was entered to the above number and term against William R. Ogden and Norma J. Ogden in favor of Community Consumer Discount Company on a D.S.B. in the amount of \$2,457.00, which Judgment is a lien against all of the real estate situate in Clearfield County, Pennsylvania belonging to the said William R. Ogden and Norma J. Ogden and, more particularly, a certain piece, parcel or tract of land situate in Lawrence Township, Clearfield County, Pennsylvania, being bounded and described as follows:

ALL that certain piece, parcel or tract of land, situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Eastern side of an 18-foot street known as Collins Avenue, and being at the Southwest corner of the property conveyed by Rosanna Poole to Elizabeth Sigty by deed dated the 21st day of March, 1947 and recorded in Deed Book 382, page 65; thence along Collins Avenue, South twenty-six (26) degrees East, fifty (50) feet to a post; thence North sixty-three (63) degrees East, two hundred (200) feet to a post; thence North twenty-six (26) degrees West, fifty (50) feet to corner of property of Elizabeth Sigty; thence along line of said Elizabeth Sigty, South sixty-three (63) degrees West, two hundred (200) feet to the place of beginning.

WHEREAS, the said William R. Ogden and Norma J. Ogden, as Mortgagors, have executed a Mortgage in favor of The Clearfield Trust Company, as Mortgagee, which said Mortgage is dated May 16, 1958 and is recorded in Clearfield County, Pennsylvania in Mortgage Book 180, page 81, and is in the principal amount of \$4,800.00; and

WHEREAS, in accordance with the terms of said Mortgage, the said

William R. Ogden and Norma J. Ogden have from time to time made payments on the principal of said Mortgage and have reduced said Mortgage by virtue of said payments thereof to the sum of \$3,440.53; and

WHEREAS, the said William R. Ogden and Norma J. Ogden desire to increase the amount of their indebtedness to the said Clearfield Trust Company to the amount of \$4,800.00, the original sum stated in said Mortgage, by issuing a Bond in that amount; and

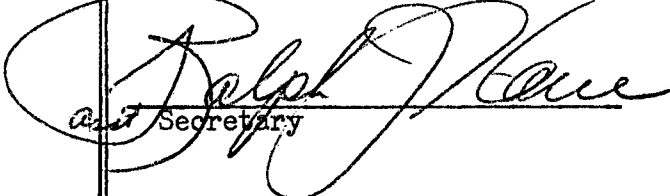
WHEREAS, the said Clearfield Trust Company is required by virtue of rules and regulations of the Department of Banking of the Commonwealth of Pennsylvania to have a first lien on the above described premises and priority of claim thereto over all other creditors.

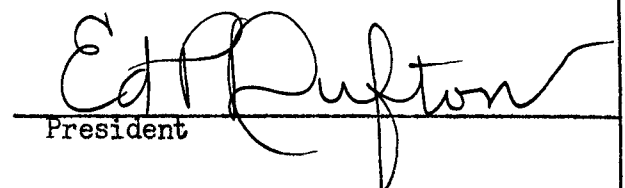
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Community Consumer Discount Company, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by the said William R. Ogden and Norma J. Ogden, the receipt of which is hereby acknowledged for itself, its successors and assigns, does hereby agree that the lien of its Judgment above mentioned be and is hereby postponed to the lien of the Mortgage and Bond accompanying the same (said Bond being dated the 18th day of Aug. 1962 held by The Clearfield Trust Company, as above mentioned, and the said Community Consumer Discount Company further agrees for itself, its successors and assigns, shall have all the rights and benefits to which it would have been entitled had the Mortgage of said William R. Ogden and Norma J. Ogden and the Bond of said William R. Ogden and Norma J. Ogden (which Bond is dated the 18th day of Aug. 1962) been executed and delivered before the entry of the Judgment of the said Community Consumer Discount Company as above identified.

IN WITNESS WHEREOF, Community Consumer Discount Company has caused these presents to be executed this -18th-day of August, 1962.

COMMUNITY CONSUMER DISCOUNT COMPANY
By

ATTEST:


Secretary


President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA No. 224 November Term, 1960	
COMMUNITY CONSUMER DISCOUNT COMPANY	VS. <i>163</i> WILLIAM R. OGDEN and NORMA J. OGDEN
<u>POSTPONEMENT OF LIEN</u>	
FILED AUG 18 1962 CARL E. WALKER PROTHONOTARY <i>100-424274</i>	
BELL, SILBERBLATT & SWOOPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	