

DOCKET NO. 173

Number	Term	Year
231	November	1960

Community Consumer Discount Company

Versus

Vance Dickey

Evelyn L. Dickey

8073

Community Consumer Discount Company
of Clearfield, Pa.

\$ 2457.00 Clearfield, Pa. December 10, 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 "Consumer 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 Jan 15, 1961 and continuing each 15th day of every month

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. 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.

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.

G. Davis Witness (SEAL)
Evelyn L. Mickey Witness (SEAL)
..... Witness (SEAL)
..... Witness (SEAL)
..... (Please sign your name in full) (SEAL)

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 execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition 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. 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)

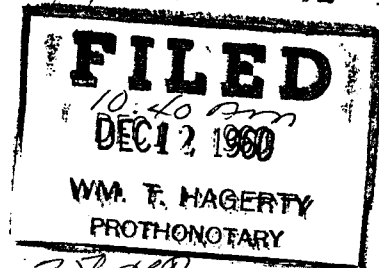
231 Nov 1960

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

705 Turnpike Ave.
Clearfield, Pa.

COMMUNITY CONSUMER DISCOUNT CO.

Ralph J. Hays
Secy - Treas.



#8073

STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

No. 231 TERM November 1960

Penal Debt \$ 2457.00

Real Debt \$ 10%

Atty's Com. \$ 10%

Int. from December 10, 1960

Entry & Tax By Plff. \$ 3.50

Att'y Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same December 10 1960

Date Due In Installments 1965

Expires December 12 1965

VERSUS

Vance Dickey 96

Evelyn L. Dickey 36

Entered of Record 12th day of December 1960

Certified from Record 12th day of December 1960

Thos. J. Magerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on Jan. 30,, 19⁶⁴....., 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.

.....
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

FILED
FEB 1 1964
CARL E. WALKER
PROTHONOTARY
C/R 1.50 Pd.

SUBORDINATION
OF LIEN OF JUDGMENT

WHEREAS, Vance F. Dickey and Evelyn L. Dickey executed and delivered to the Community Consumer Discount Company a judgment note dated December, 1960, which was entered as a judgment lien in the Court of Common Pleas of Clearfield County in the sum of two thousand four hundred fifty seven (\$2,457.00) dollars on the 12th day of December, 1960, and remains of record in the Prothonotary's Office in Clearfield County in Continuance Docket No. 173, to No. 231 November Term, 1960, and

WHEREAS, the said Vance F. Dickey and Evelyn L. Dickey have requested that the lien of said judgment be postponed to the lien of a mortgage given by them to the Clearfield Trust Company dated November 3, 1961, and intended to be recorded concurrently with the filing of this Subordination of Lien,

NOW THEREFORE THIS AGREEMENT WITNESSETH: That the Community Consumer Discount Company of Clearfield for and in consideration of the sum of \$1.00, no further consideration being paid for this subordination, do hereby stipulate and agree that the lien of a judgment entered against Vance F. Dickey and Evelyn L. Dickey, above recited in favor of the Community Consumer Discount Company to No. 231 November Term, 1960, in the Court of Common Pleas of Clearfield County be postponed and subordinated to the lien of the mortgage above mentioned upon the real estate described therein given by the judgment debtors to the Clearfield Trust Company in the amount of \$11,000.00, dated the 3rd day of November, 1961, intended concurrently herewith, and to remain of record at Clearfield in the proper mortgage book; agreeing that the said Clearfield Trust Company shall have all the rights and benefits that it would be entitled to against the said real estate thereby encumbered and described within said mortgage and the benefits accruing under any

231 W/a 1960

SUBORDINATION OF LIEN OF JUDGMENT
COMMUNITY CONSUMER DISCOUNT COMPANY TO VANCE DICKEY AND EVELYN L. DICKEY
SUBORDINATION OF THE LIEN OF MORTGAGE OF \$11,000.00 TO CLEARFIELD TRUST COMPANY
FILED NOV - 4 1961 WM. T. HAGERTY PROTHONOTARY LAW OFFICES CLARENCE R. KRAMER CLEARFIELD, PA. 217 MARKET STREET

bond accompanying the same as if the said mortgage had been executed, delivered and entered of record prior to the entry of the judgment in favor of the undersigned Community Consumer Discount Company; but subject thereto the said judgment to remain in full force and effect against the said Vance F. Dickey and Evelyn L. Dickey.

IN WITNESS WHEREOF, the Community Consumer Discount Company has caused this subordination of lien to be signed by its president, attested by its secretary and its corporate seal affixed, this 4th day of November, 1961

COMMUNITY CONSUMER DISCOUNT CO.

BY

Ed H. Quilton
President

ATTEST:

Dorothy M. Roseberry
Secretary