

DOCKET NO. 173

Number	Term	Year
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292	November	1960
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Punxsutawney National Bank

Versus

Ellsworth P. Bracken

Florence V. Bracken

STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Punxsutawney National Bank

No. 292 TERM November 19.60

Penal Debt \$

Real Debt \$ 1361.70

Atty's Com. \$ 136.17

Int. from June 30, 1963

Entry & Tax By Plff. \$ 3.50

Att'y Docket \$ 3.00

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same December 17 19.60

Date Due In Installments 19.

Expires December 21 19.65

VERSUS

Ellsworth P. Bracken

Florence V. Bracken

Entered of Record 21st day of December 1960 4:00 PM EST
Certified from Record 21st day of December 1960

John T. Nagerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on February 19, 1964, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

PUNXSUTAWNEY NATIONAL BANK

John H. Walker
President

E. E. Walker
Cashier

Witness

Cashier

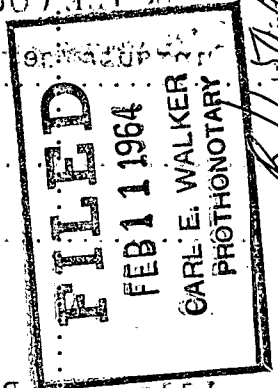
SIGN THIS BLANK FOR ASSIGNMENT

Now, , 19, for value received hereby assign, transfer and set over to

Address Assignee

above Judgment, Debt, Interest and Costs without recourse.

Witness



292 Nov 1960



Court of Common Pleas of

Clearfield County,

Had ~~December~~ Term, 1960

No. *292*

PUNXSUTAWNEY NATIONAL BANK

34 versus

ELLSWORTH P. BRACKEN, FLORENCE

V. BRACKEN

Statement in Assumpsit and Confession
of Judgment

Judgment, - - - - \$ 1497.87

Debt, - - - - \$ 1361.70

Attorney's Commission, - \$ 136.17

Int. from June 30, 1963

Filed and Judgment entered on the

FILED
DEC 21 1960
WMA. T. HAGERTY, City

NEVLING AND HAGERTY,
TRUST COMPANY BUILDING
CLEARFIELD, PENNSYLVANIA and
JESSE P. LONG

P. O. BOX 325
PUNXSUTAWNEY, PA.
Attorney for Plaintiff.

I hereby certify that the residence of the Plaintiff in this judgment is 116 E. Mahoning St.,
First Ward, Borough of Punxsutawney, Jefferson County, Pa.; and that of
the Defendants is McGees Mills, Bell Township, Clearfield County, Pa.
Attorney for Plaintiff.

PUNXSUTAWNEY NATIONAL BANK

versus

ELLSWORTH P. BRACKEN
FLORENCE V. BRACKEN

In the Court of Common Pleas of
Clearfield County,

of Nov. December Term, 1960
No. 292

STATEMENT AND CONFESSION

Debt, - - - - - \$1361.70

Attorney's Commission, \$10% \$

Interest from June 30, 1963

Due in 30 monthly installments of \$45.39
commencing on January 30, 1961

The Plaintiff's claim in this case is founded on a single bill, with power of attorney to confess judgment, of which the following is the original:

The Plaintiff claims that the above single bill remains due and unpaid.

Commonwealth of Pennsylvania

County of Clearfield

ss.

Attorneys for Plaintiff

By virtue of the Power of Attorney above recited, we do hereby appear for the said
Defendant s-----ELLSWORTH P. BRACKEN and FLORENCE V. BRACKEN-----

and confess judgment against them and in favor of the said Plaintiff
-----PUNXSUTAWNEY NATIONAL BANK-----

and 70/100
for the sum of-----ONE THOUSAND THREE HUNDRED SIXTY-ONE / Dollars debt, and
-----ONE HUNDRED THIRTY-SIX and 17/100-----Dollars attorney's commission in all
-----ONE THOUSAND FOUR HUNDRED NINETY-SEVEN and 87/100-----Dollars,
with interest on the debt from the 30th day of June A. D. 19 63
due and payable in 30 monthly installments of \$45.39 costs of suit, release
of all errors, and without stay of execution and inquisition, and extension upon any levy on real
estate is hereby waived, and condemnation agreed to, and the exemption of personal property from
levy and sale on any execution thereon is also hereby expressly waived, and no benefit of exemption
to be claimed under and by virtue of any exemption law now in force, or which may be hereafter
passed.

Attorney for Defendants

NOTE

SMALL LOAN DEPARTMENT
PUNXSUTAWNEY NATIONAL BANK

\$ 1361.70

No. 30-7217

PUNXSUTAWNEY, PA., December 17 19 60

For value received, we, the undersigned, jointly and severally, promise to pay to the order of **PUNXSUTAWNEY NATIONAL BANK** (hereinafter called the "bank"), at its Banking House in the Borough of Punxsutawney, Pa., the sum of One thousand three hundred sixty one and 70/100 payable in 30 consecutive monthly installments of principal and interest commencing on Jan 30 1961 and continuing on the same day of each and every month thereafter until the full amount hereof is paid. Each installment shall be in the amount of \$ 45.39 except the final installment, which shall be \$..... Any amount unpaid on the due date of the last installment shall bear interest at the rate of 6% per annum until paid.

As often as the making of any such payment shall be delayed beyond the payment date herein agreed upon, the undersigned jointly and severally, promises to pay to the holder hereof at the time of making such delayed payment and on or before the next payment date, a delinquency charge of five (5c) cents for each dollar of each delayed payment more than fifteen (15) days in arrears; provided, however, that the total of such delinquency charges shall not exceed fifteen (\$15) dollars and that only one such delinquency charge shall be made on any one delayed payment; and the undersigned jointly and severally, further promise to repay the Bank immediately upon demand by the Bank therefor (a) any premium or premiums paid by the Bank for insurance upon any chattel, or chattels leased by the Bank to the Borrower or upon which the Bank holds a chattel mortgage; (b) any amount necessary to reimburse the Bank for fees paid to any public officer for filing, recording or releasing any instrument or lien pertaining to such leased or mortgaged chattel or chattels.

Upon failure to make any payment or repayment as hereinabove agreed, or upon failure of the Borrower to secure and maintain the insurance aforesaid, or upon the death of the Borrower, or in case of the insolvency, bankruptcy or failure in business of any of the undersigned, this note shall, at the option of its holder, become immediately due and payable, without demand or notice. We hereby agree to be and remain jointly and severally liable for any indebtedness represented by this note in excess of the amount then paid. We each waive notice of dishonor in event of this note maturing and being unpaid in whole or in part.

And further, the undersigned or either of us, or either of us, and with or without declaration filed, confess judgment in favor of the United States or elsewhere to appear for me, us, or either of us, as of any term, for the above sum with costs of suit and attorney's commission of ten percent for collection; with release of all errors and without stay of execution and inquisition and extension upon any levy is hereby expressly waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution hereon is also hereby expressly waived. We expressly covenant that no benefit of exemption under or by virtue of any exemption law now in force, or which may be hereafter passed by any State or Nation, shall be claimed by us or by any of us.

ADDRESSES: (give complete address)

McGees Mills, Pa.

Clearfield County - Bell Twp.

SIGNATURES: (write in full)

1. Borrower

2. Borrower

3. Co-Maker

4. Co-Maker

Ellsworth P Bracken (Seal)

J. Lawrence Bracken (Seal)

(Seal)

(Seal)

ЖИЕЛАНОВАТ-УЛИВАТУСХИЦ
ТИМТРАД ИАОЛЛАНЕ

«АЯ УЭИШАТУСХИУ»

..(SEAL

..(SEAL

(SEAL)

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And I/we do further agree that if at any time default shall be made in the payment of all of the obligation evidenced by the within note or of any installment thereof that in such event I/we shall then be liable for the payment to Punxsutawney National Bank, Punxsutawney, Pennsylvania, of the entire amount of such obligation evidenced by the within note or of any part thereof that is unpaid at that time without recourse to the signer or signers of the within note.

And I do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for me and confess judgment against me at any time for the within sum with costs of suit, release of errors, without stay of execution and with ten percent added for attorney's fees for collection; and for value received do also waive the right and benefit of any law of this or any other state exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof, with full liberty to sell same on fi. fa. with release of errors thereon, and agree that judgment may be entered against me in the prothonotary's office by filing a true copy of the within note and endorsement and further agree that the above provisions shall bind me, whether I appear as first or subsequent guarantor.

[illegible]

ADD: 1000 (Give complete address)

(102)

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(102).....

5-8-67 MDT 8-28 AMU