

DOCKET NO. 173

Number	Term	Year
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294	November	1960
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Community Consumer Discount Co.

Versus

John D. Hoyt

Carolla M. Hoyt

SIGN THIS BLANK FOR SATISFACTION

Received on February 19, 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

J. B. Clegg, Esq. Plaintiff
Witness COMMUNITY CONSUMER DISCOUNT CO.
DUBOIS, PA.

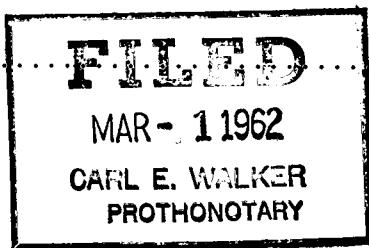
SIGN THIS BLANK FOR ASSIGNMENT

Now, 1962, for value received hereby assign, transfer and set over to Address Assignee

..... of

above Judgment, Debt, Interest and Costs without recourse.

..... Witness



1.50 Pd.

STATEMENT OF JUDGMENT

#2234

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company No. 294 TERM November 19 60

DuBois

Penal Debt	\$
Real Debt	\$ 2457.00
Atty's Com.	15% \$
Int. from	December 19, 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 19 60
Date Due	In Installments 19
Expires	December 22 19 65

VERSUS

John D. Hoyt

✓ Carolla M. Hoyt

Entered of Record 22nd day of December 19 60 8:55 AM EST
Certified from Record 22nd day of December 19 60
Mr. J. Wagner
Prothonotary

294 Nov 1960

I hereby certify that the correct name and address and the precise residence of the Plaintiff in this judgment is: _____
No. _____

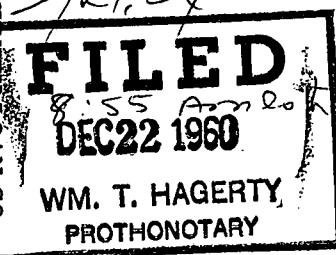
and that the correct name and the last known address of the Defendant is:

COMMUNITY LOAN COMPANY
COMMUNITY CONSUMER DISCOUNT COMPANY
DuBois, Pennsylvania

Box 35—Grampian, Pa.

Carrie M. Hoyt and John D. Hoyt

COMMUNITY LOAN CO.
COMMUNITY CONSUMER DISCOUNT CO.
DuBois, Penna.—Plaintiff



By Dr. C. C. Coffey
Pres., Secy., DuBois, Penna. Plaintiff
COMMUNITY CONSUMER DISCOUNT CO.

Community Consumer Discount Company
of DuBois, Pa.

2457. 00

DuBois, Pa.,

DEC. 19, 60

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

order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., or order, or assigns, at its office in the City of DuBois, Pa., the sum of Two Thousand Four Hundred Fifty Seven 25/100 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, A. D., 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36

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

equal installments of _____ Dollars each, the first installment

falling due 1. 15. 61. and continuing each 15th of every Month thereafter.

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

And further do hereby authorize any attorney of any Court of Record of Pennsylvania, or elsewhere, or the Prothonotary thereof, to appear for me/us and with or without declaration filed, to confess judgment against me/us in favor of the holder hereof at any time for the above sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. 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 the same on a *fi. fa.*, with release of errors thereon and agree that judgment may be entered against me/us by filing a true copy of this note in the Prothonotary's office.

As a part of this obligation the undersigned has hereby pledged, assigned, and delivered to the aforesaid corporation as collateral security for payment of this or any other liability or liabilities, contingent or absolute, now due or to become due, the following property, viz:

1. 1955 Cir. v. 8 cyl. Bil. Dir. 2 Dr 11. T. S. 196
No - VC 55 B 022334.

The holder hereof shall have the right to demand in the future such additional collateral as may be in its judgment sufficient for the proper securing of the amount then remaining unpaid upon this obligation, with all interest. In the event of a failure to deliver such additional security on demand, or in the event of a default in the payment of any installment herein agreed to be paid, then the entire balance unpaid on this obligation, together with default charges as permitted under the said Consumer Discount Company Act, shall at the option of the holder become due and payable, and in such event the holder shall have the right and authority for the purpose of obtaining payment thereof, to sell, assign and deliver the whole or any part of such security, either at public or private sale, and upon such terms and conditions as it may deem expedient, with or without advertisement, notice to, or demand upon, the undersigned or any guarantor hereof, and with the right to become the purchaser thereof, freed and discharged of any equity of redemption. It being further understood and agreed that THE COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., shall have a like lien upon any and all funds, stocks, bonds, notes and other property at any time in the hand of the said Company belonging to the maker, or indorser or indorsers, guarantor or guarantors hereof, as security for this note and for any and all liability or liabilities, matured or unmatured, of such maker, indorser or indorsers, guarantor or guarantors to said Company, which lien shall be enforceable in like manner and shall be subject to all the provisions herein above and before mentioned and set out. After deducting all legal costs and fees, together with all other expenses, incurred by the holder hereof in selling and delivering the said security, the residue of the proceeds of such sale shall be applied to the balance then due on this obligation, including therein the interest and default charges herein stated, and in the event of the failure to realize a sum sufficient to pay this amount, the undersigned shall continue liable hereon for any deficiency.

Each maker, co-maker, endorser, guarantor, surety 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, deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance by 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 any of the conditions of this agreement.

And further I Carroll M. Hought do hereby certify that this note is given for my own personal benefit and for the improvement of my separate estate, and that I do not sign as accommodation endorser, maker, guarantor, or surety for any other person.

L. E. Taffert

Witness

Witness

Witness

X Carroll M. Hought

(Seal)

X John M. Hought

(Seal)

Witness

(Seal)

For a valuable consideration I/we do hereby guarantee the payment of the within note to the lawful holder thereof according to the terms and tenure thereof, waiving presentment, demand for payment, protest and notice of protest and I/we do hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time, deferment or deerrals, to the maker without notice to and without releasing me/us from liability hereunder.

And I/we do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, or the Prothonotary thereof, to appear for me/us and confess judgment against me/us at any time for the within sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. 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 the 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 provision shall bind me whether I appear as first or subsequent guarantor.

----- Witness

(Seal)

----- Witness

(Seal)

----- Witness

(Seal)

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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.

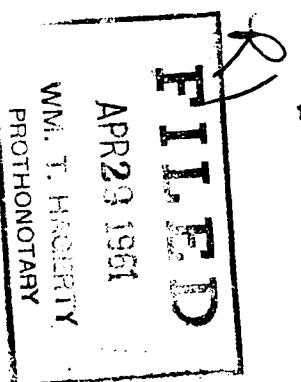
No. 294 November Term 1960

COMMUNITY CONSUMER DISCOUNT
CORPORATION, DUBOIS, PENNA.

vs.

JOHN DAVID HOYT
CAROLIA MAE HOYT

SUBORDINATION OF LIEN
OF JUDGMENT



BELL, SILBERBLATT & SWOOPER
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA.

COMMUNITY CONSUMER DISCOUNT:
Company, Du Bois, Penna. :

vs. : No. 294 November Term, 1960

JOHN DAVID HOYT and CAROLLA:
MAE HOYT :

SUBORDINATION OF
LIEN OF JUDGMENT

WHEREAS, Community Consumdr Discount Company, Du Bois, Pennsylvania, has a Judgment in the Court of Common Pleas of Clearfield County, Pennsylvania, against John David Hoyt and Carolla Mae Hoyt, which Judgment is dated December 19, 1960, filed in the Court of Common Pleas of Clearfield County, Pennsylvania, on December 22, 1960, to No. 294 November Term, 1960, in the amount of \$2,457.00, and which Judgment is a lien on all of the real estate of John David Hoyt and Carolla Mae Hoyt, his wife, within the County of Clearfield, Pennsylvania.

WHEREAS, the said John David Hoyt and Carolla Mae Hoyt, his wife, have executed a Bond and Mortgage in favor of the Clearfield Trust Company, of Clearfield, Pennsylvania, and which Mortgage is in the amount of \$4000.00, and is dated the 29th day of April, 1961, and was recorded in the Office of the Recorder of Deeds, in and for Clearfield County, Pennsylvania, on the 29th day of April, 1961.

WHEREAS, said John David Hoyt and Carolla Mae Hoyt have requested that the lien of the Judgment of Community Consumer Discount Company, Du Bois, Pennsylvania, be subordinated in favor of the lien of the Mortgage of the Clearfield Trust Company hereinabove mentioned, and that the lien of the said Judgment shall be a subordinate lien against the real estate owned by the said John David Hoyt and Carolla Mae Hoyt, his wife.

NOW, KNOW YE, that the said Community Consumer Discount Company, Du Bois, Pennsylvania, favoring the request of the said John David Hoyt and Carolla Mae Hoyt, his wife, and in consideration

of the sum of One Dollar (\$1.00) lawful money of the United States, paid to the said Community Consumer Discount Company, Du Bois, Pennsylvania, at the execution hereof by the said John David Hoyt and Carolla Mae Hoyt, the receipt whereof, is hereby acknowledged, has subordinated and does hereby subordinate the lien of the herein above mentioned judgment in favor of the lien of the Mortgage of the Clearfield Trust Company and does hereby agree that said lien of judgment shall be subsequent in line to the lien of the Mortgage of the Clearfield Trust Company herein mentioned, provided, that nothing herein mentioned shall be construed so as to impair the operation of the Judgment as a subordinate lien against the real estate of John David Hoyt and Carolla Mae Hoyt, his wife, but that said Judgment shall be against the real estate and shall be subsequent in line to the Mortgage of the Clearfield Trust Company herein mentioned.

IN WITNESS WHEREOF, the said Community Consumer Discount Company has caused this Indenture to be signed in its Corporate name by its President, and has caused to be affixed hereunto the common and Corporate seal of the said Corporation, attested by its Secretary, this 25th day of April, A. D., 1961.

COMMUNITY CONSUMER DISCOUNT COMPANY
Du Bois, Pennsylvania

by James A. Gaffney
President

Attest:

John M. Hoyt
Secretary