

DOCKET NO. 173

Number

Term

Year

331

November

1960

Brookline Savings & Trust Company

Versus

Francis C. Cataldi, D.C.

Elvera G. Cataldi

No. DSB 331 November Term, 19 60

BROOKLINE SAVINGS AND TRUST COMPANY

us.

Francis C. Cataldi, D.C.

Elvera G. Cataldi

**POWER OF ATTORNEY AUTHORIZING
SATISFACTION OF JUDGMENT**



IN THE COURT OF
Common Pleas of ~~Allegheny~~ County, Pennsylvania
CLEARFIELD

BROOKLINE SAVINGS AND TRUST COMPANY

vs.

Francis C. Cataldi, DC

Elvera G. Cataldi

No. DSB 331 November Term, 19 60

Debt \$ 2,079.35

Payable Installments

Interest from Maturity

Cost paid by

Entered January 3, 1961

William T. Hagerty

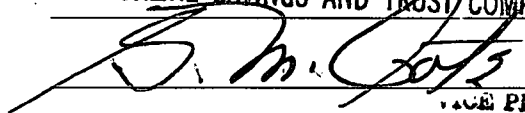
PROTHONOTARY.

Having received from Francis C., D.C. & Elvera G. Cataldi the full
amount of the debt,, interest and costs of the above judgment We do hereby authorize, empower
and direct the Prothonotary of ~~Allegheny~~ County to enter satisfaction of the same on the records
Clearfield
Witness Our hand and seal this 7th day of February A. D. 19 61

Attest


 NOTARY PUBLIC

BROOKLINE SAVINGS AND TRUST COMPANY


 VICE PRES.

State of Pennsylvania }
County of Allegheny. } ss:

Before me a Notary Public duly commissioned and sworn,
personally came the above name G. M. Cote being
the identical person named as Plaintiff in the above stated case, who in due form of law acknowl-
edged the above Power of Attorney to be his act and deed, and to the end
that the same might be recorded as such.

Witness my hand and seal this 7th day of February A. D. 19 61


 NOTARY PUBLIC OR JUSTICE OF THE PEACE

WILLIAM R. CORDERO, Notary Public
Pittsburgh, Allegheny Co., Pa.
MY COMMISSION EXPIRES
JANUARY 29, 1963

JUDGMENT NOTE

Number.....
\$ 2079.35 (Total Amount of Note)
St. Mary's (City)
Schear & Ray Co. (Sign)
9-30 1958 (Date)

For value received, I, we and each of us, promise to pay to the order of.....
at BROOKLINE SAVINGS & TRUST COMPANY, 820 Brookline Boulevard, Pittsburgh, Pa.
Two thousand seventy nine & 35/100
36 57.75 58.10 DOLLARS
monthly installments of \$ each, with a final installment of \$

beginning on the 18th day of November 1958, and continuing on the same day of each and every month thereafter until the full amount hereof is paid. Non-payment of any installment when due is subject to a late charge not to exceed 5c per dollar of each installment payment more than fifteen days in arrears, but not to exceed \$5.00 in respect of any one such late payment. In the event any installment shall not be paid when due, the holder hereof may at his election declare the full amount of this note then remaining unpaid immediately due and payable and may proceed to collect the same at once. The makers, endorsers and guarantors, in the event of default of any such payment or in the event of bankruptcy or insolvency of any of them, do hereby empower any attorney of any Court of Record within the Commonwealth of Pennsylvania or any other State or Territory of the United States to appear for them or any of them and with or without declaration filed against any of them in any Court in the Commonwealth of Pennsylvania or any other State or Territory of the United States and in favor of the holder of this note for the sum due on any levy is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution hereon is hereby expressly waived and no benefit of exemption is to be claimed under or by virtue of any exemption law now in force or which may hereafter be passed by any State or Nation; also hereby giving to the holder hereof a lien for the amount of all of the aforesaid liabilities upon any other property, securities or monies of the undersigned and any of them which may at any time be delivered to or be in the possession of the holder hereof, and authorizing said holder at his or its option at any time to apply to the payment of said liabilities any and all monies now or hereafter in the hands of said holder on deposit or otherwise belonging to the undersigned and any of them, whether such liability or liabilities be then due or not. The makers, endorsers and guarantors hereby waive presentment, demand, notice of dishonor, and protest of the within note, when more than one, shall be jointly and severally liable hereon.

Witness.....
Witness.....
Schear & Ray Co. (SEAL)
Schear & Ray Co. (SEAL)

Pay to the order of
Brookline Savings and Trust Co.

The undersigned endorsers hereby waive(s) presentment and demand for payment, protest and notice of non-payment and protest and consent(s) that the holder hereof may, without notice to and without releasing the liability of any of the undersigned hereunder as unconditional indorser(s), compound or release any right against, and grant extensions of time to the maker(s).

Scheer & Fay Co
Herman Scheer

Herman Scheer-Owner

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA } SS:
COUNTY OF ALLEGHENY }

G. M. Cote

deposes and says that he is the Vice President of Brookline Savings and Trust Company, and duly authorized to make this affidavit; that Francis C. Cataldi, D. C. and Elvira G. Cataldi, the makers of the attached judgment note in the sum of \$ 2,072.35 to the order of Scheer-X-Ray Co., being duly sworn according to law,

and negotiated by the latter to Brookline Savings and Trust Company, have defaulted in the payment of the 10-18-60 installment of \$ 57.75 provided for in said note.

WHEREFORE, by the terms and provisions of said note, the entire unpaid balance of said note, to wit, the sum of \$ 779.60 is now due and payable, and Brookline Savings and Trust Company is entitled to judgment in said sum of \$ 779.60 with an attorney's commission of 15%.

BROOKLINE SAVINGS AND TRUST COMPANY

Sworn to and subscribed before me this 30th day of December 1960

William R. Cordero
Notary Public

G. M. Cote
VICE PRES.

WILLIAM R. CORDERO, Notary Public
Pittsburgh, Allegheny Co., Pa.

MY COMMISSION EXPIRES
JANUARY 29, 1963

Prothonotary Form 182

No. 331-2nd Term, 1960 D. S. B.

I hereby certify that the precise residence of the creditor is:

No. 820 St. Brookline Blvd.

Pittsburgh 26,

Wd. City Boro or Twp.

Pennsylvania

County State

And the name of the defendant is:

Francis C. Cataldi, D. C.

Elvera G. Cataldi

Last known residence of Defendant

No. St. RD #1,

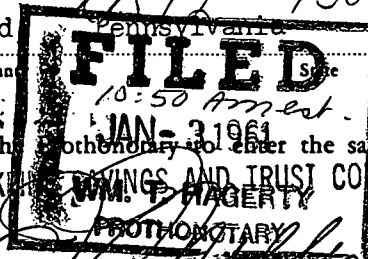
Penfield,

Wd. City Boro or Twp.

Clearfield Pennsylvania

County State

And direct the Prothonotary to enter the same as such. BROOKLINE SAVINGS AND TRUST COMPANY



Plaintiff, Attorney or Agent

400 PLB ASST. SECRETARY