

DOCKET NO. 173

Number Term Year

332 November 1960

American Finance Corporation

Versus

Russell Rowles

Vadna Rowles

332 Nov 1960



AMERICAN FINANCE CORPORATION
100 BROADWAY NEW YORK CITY
TELEGRAMS & CABLES
AMERICAN FINANCE CORPORATION

AMERICAN FINANCE
CALENDAR OF
CLEARFIELD
101 EAST MARKET STREET
CLEARFIELD PENNSYLVANIA

JUDGMENT NOTE
AND LOAN AGREEMENT

THIS AGREEMENT made this 23 day of December, 1960, by
and between the above named Lender and

Debtor's Russell Rowles & Wanda Rowles
Name
and
Address Grover, Pa

ACCOUNT NUMBER

3004

WITNESSETH, in consideration of the line of credit made available to the undersigned by the above-named Lender, and of the mutual promises and undertakings hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. The line of credit established for the undersigned shall be in the amount of \$600, which amount may be increased or decreased by mutual agreement, provided however, in no event shall the principal amount of indebtedness of the undersigned to the lender at any one time exceed \$600. The original maturity date of this agreement is 24 months from the date hereof. The date of the first payment required hereunder shall be 10-6-61 and succeeding payments shall be made on the same date of each month thereafter, which date shall be referred to as the payment due date.

2. It is understood, so long as this Agreement is in force and effect, the Lender may provide the undersigned with Redi-Checks in denominations of \$50 payable to the undersigned and that payments shall not be required on the amounts represented by such Redi-Checks until such time as they are negotiated.

3. It is understood and agreed the endorsement and negotiation of any such Redi-Check shall constitute a loan in the amount of any check or checks negotiated which shall be combined with the unpaid principal balance due on my account, which aggregate amount shall constitute a new loan. Each such loan shall be considered as made on the date any Redi-Check or checks are negotiated. Each such loan and refinancing shall renew this loan agreement for a period of 24 months from the date thereof. The undersigned shall pay the accrued charges at the agreed rate due on any loan refinanced hereunder by the endorsement and negotiation of a Redi-Check, in cash at the time such Redi-Check is negotiated or such amount shall be paid at time the first payment is made on the loan, the proceeds of which paid such prior principal balance.

4. The charges on all loans made under the provisions of this Agreement shall be in accordance with the provisions of the Pennsylvania Small Loan Act at the rate of 3% per month on that part of the unpaid principal balance not in excess of \$150 and 2% per month on that part of the unpaid principal balance in excess of \$150 but not in excess of \$300 and 1% per month on any remaining part of the unpaid principal balance in excess of \$300 but not in excess of \$600. Interest after maturity of any loan hereunder shall be payable at the rate of 6% per annum.

5. It is further agreed that each loan made under this Agreement shall be repaid in 24 consecutive monthly installments of principal and interest at the rate set out in paragraph 4 above, the first payment being due, on the payment due date as set out in paragraph 1 hereof, after the date of such loan and the amount of such payments shall be as set out in the statement of transaction in connection therewith. All such payments shall be made at the office of the Lender as set out above and shall be first applied to accrued interest to the date of payment and the remainder to principal.

6. Payments may be made hereon in advance at any time.

7. This Agreement may be terminated as to future loans by notice of one party to the other.

8. In the event this Agreement is signed by more than one party, or by a co-signer the undersigned agree to be jointly and severally liable for all loans or other obligations hereunder and it is agreed that Redi-Checks may be made payable to any one of such parties.

9. In the event default is made in the payment when due of any installment hereon or any statement is made in the application in connection with this Agreement which in the Lender's opinion is untrue, or a petition is filed in bankruptcy or an attachment is issued or judgment entered against any of the undersigned, then any and all obligations incurred hereunder shall, at the Lender's option, become immediately due and payable without notice or demand and the Lender shall have no further commitment to furnish Redi-Checks or accept Redi-Checks issued previously hereunder, and the undersigned agree to promptly return to the Lender any and all unused Redi-Checks in the possession of any of them.

10. The undersigned authorize and empower the Prothonotary or the Clerk or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and to enter and confess judgment against us or either of us for the original line of credit set out above with or without declaration filed, with or without the filing of an Averment or Declaration of Default with release of errors and without stay of execution. And we also waive the right of inquisition on any real estate or personal property that may be levied upon to collect this note and do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the fi. fa. our said voluntary condemnations, and we further agree that said real estate or personal property may be sold on a fi. fa., and we also waive or release all benefit or relief from any or all appraisement, stay or exemption laws of any State now in force or hereafter to be passed, in so far as the same can be waived by us.

11. The security for this account, if any, is..... S/C

We acknowledge receipt of the cash advanced against the line of credit established hereunder as set out in the statement of transaction and of a true copy of a statement of transaction, upon which is printed a copy of Section 2 of the Pennsylvania Small Loan Act, as required by such Act and further authorize and direct you to make the disbursements set out in such statement of transaction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

C. J. Rowles
Witness
John J. Rowles
Witness
Not Witnessed
PA 8811

Russell Rowles
10-6-61

SIGN THIS BLANK FOR SATISFACTION

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

Mary L. Keenan

Witness

C. J. Powers

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

JCT 10 1964

WM. T. HAGERTY
PROTHONOTARY

STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

American Finance Corporation

No. 332 TERM November 19⁶⁰

Penal Debt \$

Real Debt \$ 600.00

Atty's Com. \$

Int. from December 23, 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 23, 1960

Date Due In Installments 19....

Expires January 3, 1966

Entered of Record 3rd day of
Certified from Record 3rd day of

January 19 61 11:15 AM EST
January 19 61

Wm. T. Nagerty
Prothonotary