

DOCKET NO. 173

Number	Term	Year
346	November	1960

Hollidaysburg Trust Company

Versus

George W. Rickett, Jr.



HOLLIDAYSBURG
TRUST COMPANY

HOLLIDAYSBURG · PENNA. · OWEN 5-9888

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF BLAIR

Personally appeared before me a Notary Public in and for said County and State - TERRY R. EMORY - who being duly sworn according to law did say that he is Assistant Manager of the Time Loan Department of the Hollidaysburg Trust Company and is duly authorized to execute the within affidavit; that George W. Ricketts, Jr., maker of within obligation is default thereon in that he has failed, neglected a refused to pay the monthly installments due on the said obligation; that the balance due is \$1076.23 together with attorney's commission of 15% and costs; that demand therefor has been made and payment has been refused.

Terry R. Emory

Sworn and subscribed to before me
this third day of January, 1961.

Witness my hand and Notarial seal.

[Signature]
Notary Public

My Commission expires March 2, 1961.

Number.....

JUDGMENT NOTE

\$ 1,769.41
(Total Amount of Note)

Holidaysburg, Pennsylvania
(City)

July 28, 19 59
(Date)

I, (we) the undersigned promise to pay to the order of Loring Motor, Inc.,

at the office of the Holidaysburg Trust Company, Holidaysburg, Penna.

One thousand seven hundred sixty-nine and 41/100 ---- - - - - DOLLARS

in 35 monthly instalments of \$ 49.00 each, with a final instalment of \$ 51.47

beginning on the 29th day of August, 19 59, and continuing on the same day of each and every month thereafter until the full amount hereof is paid. In the event any instalment shall not be paid when due, or in the event of the bankruptcy or insolvency of the undersigned or any of them, the holder hereof may, at his election, declare the full amount of this note then remaining unpaid to be immediately due and payable and may proceed to collect the same at once, and the makers, in the event of the non-payment of this note in full when the same shall be due, whether by acceleration or otherwise, do hereby confer any prothonotary or any attorney of any court of record within the United States or elsewhere to appear for them, or any of them, and with or without declaration filed confess judgment against them or any of them, and in favor of the payee or any holder of this note for the sum due and payable hereon, with costs of suit and attorney's commission of 15% for collection; with release of all errors and without stay of execution or right of appeal waiver all laws exempting real or personal property, and acquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and no benefit of exemption will be claimed under and by virtue of any exemption law now in force or which may be hereafter passed. The undersigned also gives to the holder hereof a lien and security interest for the amount of this note, interest thereon and the above attorney's commission, upon and in any other property, credits, securities or monies of the undersigned which may at any time be delivered to, or be in the possession of, or owed by, the holder hereof in any capacity whatsoever, including the balance of any deposit account maintained by the undersigned with the holder hereof; and authentic holder, at its option, at any time and from time to time, to apply, in the discretion of the holder, to and on account of the payment of the indebtedness evidenced hereby or interest due thereon and the attorney's commission above provided for, any and all monies, credits, claims or deposit balances now or hereafter in the hands of the holder belonging, or owed to the undersigned, whether this obligation be then, due or not. The makers, endorsers and guarantors hereby waive presentment, demand, notice of dishonor, notice of default and protest. The makers of this note, when more than one, shall be jointly and severally liable hereon. Payment of this note is subject to the terms of a motor vehicle installment sale contract of even date between undersigned and payee.

Negotiable and payable at
Holidaysburg Trust Company

James A. Fickel (SEAL)

R. D. Winkler, Jr. Clerk

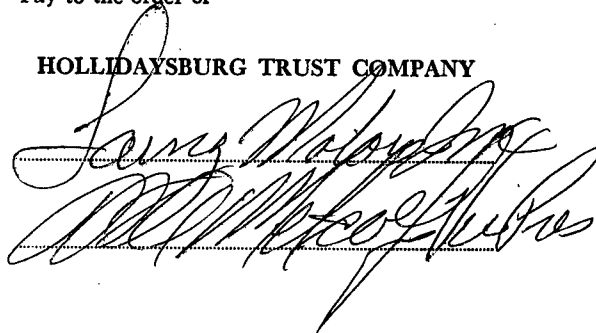
(SEAL)

WITH RECOURSE

For value received, the undersigned endorses hereby waive presentment, demand for payment, protest and notice of protest and consent that the holder hereof, may without notice to and without releasing the liability of the undersigned as unconditional endorser, compound or release any rights against, or grant extension or other indulgences to the maker or any endorser. The undersigned further guarantees payment of the within note at maturity.

Pay to the order of

HOLLIDAYSBURG TRUST COMPANY

A handwritten signature in dark ink, appearing to read "Lewis W. Hays", is written over a horizontal dotted line. Below the signature, there is another horizontal dotted line.

WITHOUT RECOURSE

Pay to the order of

HOLLIDAYSBURG TRUST COMPANY

Two horizontal dotted lines are drawn, one above the other, with a small space between them.

Hollidaysburg Trust Company,
a Pennsylvania Corporation,

versus

George W. Rickett, Jr.,

In the Court of Common Pleas of
Clearfield County,

of
No. 346 Nov.

Term, 1960

STATEMENT AND CONFESSION

Debt, - - - - - \$1076.23

Attorney's Commission, \$161.43 1237.66

Interest from

Due December 3, 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 original note:

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

Dan P. Arnold

Attorney for Plaintiff

Commonwealth of Pennsylvania

County of Clearfield

ss.

By virtue of the Power of Attorney above recited, I do hereby appear for the said Defendant

George W. Rickett, Jr. him and in favor of the said Plaintiff
and confess judgment against

HOLLIDAYSBURG TRUST COMPANY, A Pennsylvania Corporation

for the sum of Ten Hundred Seventy Six and 23/100 Dollars debt, and

One Hundred Sixty-One and 43/100 Dollars attorney's commission in all

Twelve Hundred Thirty Seven and 66/100 Dollars,

with interest on the debt from the day of A. D. 19

due and payable December 3, 1961, together with 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.

Dan P. Arnold

Attorney for Defendant

I hereby certify that the residence of the Plaintiff in this judgment is.....

No. 224 Allegheny Street, Hollidaysburg, Pa.

Dan P. Arnold Attorney for Plaintiff.

I hereby certify that the residence of the defendant in
this judgment is Utahville, Pennsylvania, R. D.

Dan P. Arnold
Attorney for Plaintiff

Court of Common Pleas of

Clearfield County,

Mad. Term, 1960

No. 346

Hollidaysburg Trust Company.

Hollidaysburg, Pa.

versus

George W. Rickett, Jr.

Statement in Assumpsit and Confession
of Judgment

Judgment, - - - - \$ 1237.66.

Debt, - - - - \$ 1076.23.

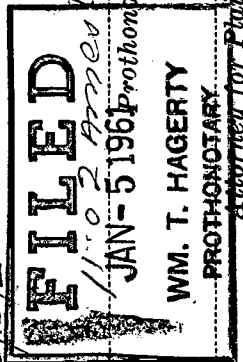
Attorney's Commission, - \$ 161.43.

Int. from

Filed and judgment entered thereon the

5/31 day of

1960



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