

DOCKET NO. 173

Number	Term	Year
346	November	1960

Hollidaysburg Trust Company

Versus

George W. Rickett, Jr.



HOLLIDAYSBURG · PENNA. · OWEN 5-9888

COMMONWEALTH OF PENNSYLVANIA

SS:

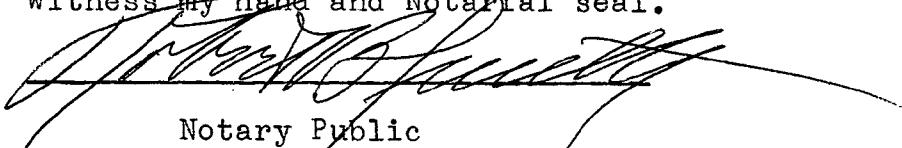
COUNTY OF BLAIR

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.


Notary Public

My Commission expires March 2, 1961.

Number.....

\$ 1,769.41
(Total Amount of Note)

Hollidaysburg, Pennsylvania.
(City)

July 28, 1959
(Date)

JUDGMENT NOTE

I, (we) the undersigned promise to pay to the order of Leing Motor, Inc. at the office of the Hollidaysburg Trust Company, Hollidaysburg, Pennsylvania. One thousand seven hundred sixty-nine and 41/100 ----- DOLLARS in 35 monthly instalments of \$ 19.00 each, with a final instalment of \$ 51.41

beginning on the 29th day of AUGUST, 1959, 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 empower 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, cause 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 attachment and execution 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 whatever, including the balance of any deposit account maintained by the undersigned with the holder hereof, and any time to time, to supply, at 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
Hollidaysburg Trust Company

R. W. Utzwiller, Jr. *Leing Motor*
Huntington County

(SEAL)

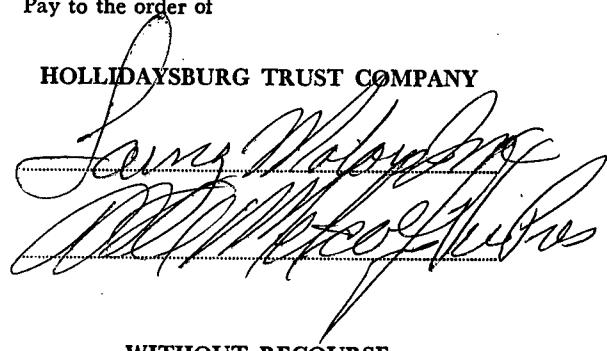
George M. Peck (SEAL)

WITH RE COURSE

For value received, the undersigned endorses hereby waive presentation, 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



WITHOUT RE COURSE

Pay to the order of

HOLLIDAYSBURG TRUST COMPANY

.....
.....
.....

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 Cleafield

ss.

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

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

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

Dan P. French

Attorney for Plaintiff

Court of Common Pleas of

Clearfield County,
H. 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
13th day of -----

