

DOCKET NO. 173

Number	Term	Year
355	November	1960

U. S. Nat'l Bank in Johnstown

Versus

Irene S. Smith

SIGN THIS BLANK FOR SATISFACTION

Received on November 4,, 1964., of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

United States National Bank

By *[Signature]*

Vice President

Plaintiff

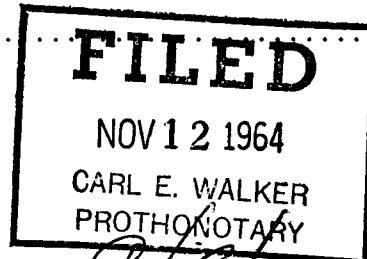
[Signature]

Witness

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



STATEMENT OF JUDGMENT

417

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

United States National Bank in

Johnstown, Pa.

VERSUS

Irene S. Smith

No. 355 TERM November 19 60

Penal Debt \$
Real Debt \$ 3987.74
Atty's Com. \$ 199.39
Int. ~~term~~ according to terms of note
Entry & Tax By Atty. \$ 3.50
Atty Docket \$ 3.00
Satisfaction Fee 1.00
Assignment Fee 1.00
Instrument D. S. B.
Date of Same December 22 19 60
Date Due In Installments 19
Expires January 6 19 60

Entered of Record 6th day of January 19 61 2:07 PM EST

Certified from Record 6th day of January 19 61

Wm. T. Magarity
Prothonotary

Plaintiff: Cost Paid
Harry Doern
2 Earl & Gluck

759.74

Amount \$ 3987.74 City Johnstown State Pennsylvania Date December 22, 1960

NOTE

FOR VALUE RECEIVED, I, WE, OR EITHER OF US, PROMISE TO PAY TO State Construction Company
OR ORDER THE SUM OF Thirty nine hundred eighty seven and 74/100 - - - - - DOLLARS

IN 59 SUCCESSIVE MONTHLY INSTALLMENTS each of \$ 66.47, except the final instalment which shall be the balance
on this note, COMMENCING ON THE 5th day of February 1961, and continuing on the same day of each and every month
thereafter until the full amount hereof is paid, payable at the UNITED STATES NATIONAL BANK IN JOHNSTOWN, PENNSYLVANIA.

In the event of default in the payment of any instalment upon the due date thereof, the holder may at its election declare the full amount of this note then remaining unpaid immediately due and payable, and may proceed to collect the same at once. In the event that any instalment is not paid within fifteen (15) days from its due date, the undersigned hereby agrees to pay in addition to such instalment, a "late charge" equal to five cents per dollar of each instalment so in arrears, but not to exceed Five (\$5.00) Dollars in respect to any one such instalment in arrears, said "late charge" to be added to and be collected in the same manner as the balance due hereon. AND FURTHER, I, we, or either of us, do hereby empower any Attorney of any Court of record to appear for me, us, or either of us, and with or without declaration filed confess judgment against me, us, or either of us, for the above sum, with costs of suit, release of errors, and without stay of execution, and with five per cent added as part of the judgment, for attorney's fees for collection, said fees to be liquidated damages; and become due and payable immediately after the maturity of the note without demand for or at which is hereby waived. And I, we, or either of us, hereby waive the right of inquiry and extension and agree to the condemnation of any real estate levied on by virtue of any writ of execution issued hereon, and agree to the sale of said real estate on any F. F. A., and I, we, or either of us, hereby waive all benefits of the exemption laws of this commonwealth on any levy on real or personal property made by virtue of any execution hereon, and no benefits of exemption or stay law shall be claimed. The makers of this note, when more than one, shall be jointly and severally liable hereon.

The UNITED STATES NATIONAL BANK IN JOHNSTOWN is hereby authorized to pay the proceeds of this note when and if purchased to the order of
State Construction Company

WITNESS:
Official of Treasurer
Gene S. Smith
(SEAL)
(SEAL)
(SEAL)

PL NO 5-4205J

December 22, 1965-3987.74

Irene S Smith
R.D.#1
Cherry Tree Clearfield Co Pa

For value received, I/We sell, assign, transfer and set over
the within note unto UNITED STATES NATIONAL BANK
IN JOHNSTOWN, PA., without recourse.
Title _____
By: *Alfred J. Weyner* (SEAL)
Alfred J. Weyner & Co.

In the Court of Common Pleas of CLEARFIELD County,

UNITED STATES NATIONAL BANK
IN JOHNSTOWN

versus

IRENE S. SMITH

No. 355 Fed. Term, 1960

STATEMENT AND CONFESSION

Debt, - - - - \$ 3987.74

Atty's Commission - - \$ 199.39, \$ 4187.13

Int. ~~from~~ according to terms of note

Due, in 60 successive monthly installments

CLEARFIELD

County, ss.

The plaintiff's claim in this case is founded on a single bill or judgment note, signed, sealed and dated the 22nd day of December A. D. 1960, by which the Defendant promises to pay to the order of the Plaintiff in 60 successive monthly installments after date, the sum of Thirty-nine Hundred Eighty-seven and 74/100 (\$3,987.74) Dollars

without defalcation, value received with interest according to terms of note and which said single bill or judgment note contains a power of attorney authorizing any attorney of any Court of Record in the United States, or elsewhere, to appear therein for said defendant and confess judgment in favor of the said Plaintiff for the above sum with costs of suit and with five per cent, added as part of the judgment for attorney's fees for collection, said fee to be liquidated damages and become due and payable immediately after maturity of said judgment note, without demand for payment of the debt proper, which is therein waived, and with release of all errors and without stay of execution, waiving the benefit of the exemption laws, with waiver of inquisition and extension upon any levy on real estate, agreeing, to condemnation and sale on Fi. Fa. of the same. (Said note, attached hereto and made a part hereof, is assigned on the back thereof by the payee to United States National Bank in Johnstown, plaintiff herein.)

Eare F. Glock
Attorneys for Plaintiff

CLEARFIELD

County, ss.

By virtue of the power of attorney above recited, we do hereby appear for the said Defendant and confess judgment in favor of the said Plaintiff for the sum of Thirty-nine Hundred Eighty-seven and 74/100 (\$3,987.74) Dollars debt, One Hundred Ninety-nine and 39/100 (\$199.39) Dollars added as part of the judgment for attorney's fees for collection, in all Forty-one Hundred Eighty-seven and 13/100 (\$4,187.13) Dollars, with interest ~~thereon from the~~ according to terms of ~~xxxxx~~ note ~~xxxxxx~~, with costs of

suit, release of all errors and without stay of execution; said attorney's fees to be liquidated damages and to become due and payable immediately upon maturity of this judgment without demand for the payment of the debt proper, which is hereby waived. And I hereby, for said Defendant, waive inquisition and extension, and agree to the condemnation and sale on Fi. Fa. of any real estate levied upon, and further waive the exemption of real and personal property from levy and sale on execution hereon; under and by virtue of any exemption law now in force or which may hereafter be passed.

Eare F. Glock
Attorneys for Defendant
Joseph S. Ammerman

I hereby certify that the residence of the Plaintiff in this judgment is 216-218 Franklin Street,
Johnstown, Pennsylvania and that of the Defendants is R. D. #1, Cherry
Tree, Pennsylvania.

Attorney for Plaintiff

Earl F. Glock
Joseph L. Ammenman

No. 355 Had Term, 1962

UNITED STATES NATIONAL BANK

IN JOHNSTOWN

versus

4 IRENE S. SMITH - 207-1

D. S. B.

Debt, - - \$3987.74

Att'y's Com., - \$199.39 \$4187.13

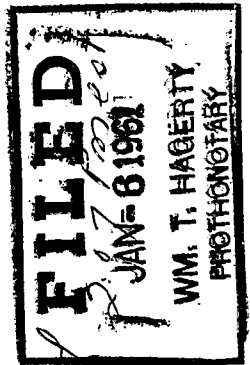
Int. ~~from~~ according to terms of note.
instalments.
Due in 60 successive monthly/

Waiving Exemption

Waiving Inquisition

Agreeing to Condemnation

Agreeing to Sale on Fi Fa



Harry Doerr, Attorney
Earl F. Glock, Attorney