

DOCKET NO. 173

Number	Term	Year
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469	November	1960
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Farmers & Merchants Bank of

Cherry Tree

Versus

Cherry Lane Farms, Inc.

No. <u>835</u>	Cherry Tree, Pa., <u>1-23</u> 19 <u>61</u>
Due <u>demand</u>	after date, I, we or either of us promise to pay
Int. <u>\$19,568.44</u>	<u>to the order of Farmers & Merchants Bank</u>
	<u>Nineteen thousand five hundred eighty eight & 4/100</u>
	<u>Dollars at</u>
	FARMERS & MERCHANTS BANK OF CHERRY TREE, PA.
	Without defalcation, or stay of execution, value received. And <u>we</u> hereby authorize any Attorney of any Court of Record in the State or elsewhere to confess judgment against <u>us</u> for above sum, with cost of suit and Attorney's Commission; waiving inquisition and exemption.
	P.O. <u>Weston</u> Pa.
	<u>Cherry Farmers Inc.</u> SEAL <u>Res</u>
	<u>Carl McKeffer</u> SEAL <u>Res</u>
	<u>S.V. x J. C. McKeffer</u> SEAL <u>Res</u>

For value received _____ assign the
within note to _____

and guarantee the payment of same at maturity. I empower any Attorney of any Court of Record to confess judgment against me for the sum named in this note together with Attorney's commission; consenting to within waivers. Waiving protest or notice of dishonor or protest.

FARMERS & MERCHANTS BANK OF

CHERRY TREE

vs.

CHERRY LANE FARMS, INC.

Westover, Pennsylvania

State of Pennsylvania,

County of CLEARFIELD

In the Court of Common Pleas

of Clearfield County,

of Nov. Term, 1960

No. 469

D. S. B.

ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hands and seals of the Defendants, bearing date the 23rd day of January A. D. 1961, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Nineteen Thousand Five Hundred Sixty Eight & 44/100 Dollars, for value received, with interest from January 23, 1961 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendants, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Nineteen Thousand Five Hundred Sixty Eight & 44/100 Dollars with interest from January 23, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers as contained in said contract

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$ 19,568.44

Interest from January 23, 1961

Attorneys Commission 15% \$2,935.27

22,503.71

SMITH, SMITH & WORK
BY: Joseph P. Work

Attorney for Plaintiff

State of Pennsylvania,

County of CLEARFIELD

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, to appear for the Defendants in the stated action without writ, as of Term, 19, and therein confess judgment against them and in favor of Farmers & Merchants Bank of Cherry Tree the Plaintiff, for sum of Nineteen Thousand Five Hundred Sixty Eight and 44/100 Dollars, with interest from January 23, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon together with all waivers

SMITH, SMITH & WORK

BY: Joseph P. Work
Attorney for Defendant

To William T. Hagerty, Esq.,

Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is Cherry Tree, Pennsylvania

SMITH, SMITH & WORK
BY: Joseph P. Work

Attorneys for Plaintiff

Court of Common Pleas

of

County

Law

Term 1960

No. 469

FARMERS & MERCHANTS BANK OF

CHERRY TREE

vs.

CHERRY LANE FARMS, INC.

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$19,568.44
from 1-23-61
Interest, - - -

Filed

JAN 25 1961

PAID
JAN 25 1961
9:35.27

Wm. T. Haggerty
SMITH, SMITH & WORK
BY: Joseph P. Work
Attorney for Plaintiff

3:00 City