

DOCKET NO. 173

Number	Term	Year
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1	February	1961
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Community Consumer Discount Co.

Versus

Adolph T. Misko

Irene Misko

~~5/21/24~~
1 Feb 1961

No. _____ Term 19 _____

I hereby certify that the correct name and address and the precise residence of the Plaintiff in this judgment is:

COMMUNITY LOAN COMPANY
COMMUNITY CONSUMER DISCOUNT COMPANY
DuBois, Pennsylvania

and that the correct name and the last known address of the Defendant is:

¹⁶
Irene Misko and Adolph Misko
¹⁶
16 Quarry Avenue
DuBois, Pennsylvania

5/21/24

FILED
8:40 AM
FEB 6 - 1961
WM. T. HAGERTY
PROTHONOTARY

COMMUNITY LOAN CO.
COMMUNITY CONSUMER DISCOUNT CO.
DuBois, Penna.—Plaintiff

By _____
Pres., Secy, Treas.

[Signature]

Community Consumer Discount Company

of DuBois, Pa.

\$ 840.⁰⁰ DuBois, Pa., FEB. 3, 1961

For value received, the undersigned jointly and severally promise to pay to the

order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., or order, or assigns, at its office in the City of DuBois, Pa., the sum of EIGHT HUNDRED FORTY TWO $\frac{00}{100}$ Dollars, without defalcation or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 66, approved the 8th day of April, A. D., 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

24. equal installments of THIRTY FIVE $\frac{00}{100}$ Dollars, each followed by

equal installments of _____ Dollars each, the first installment

falling due 3.5.61. and continuing each 5TH of every MONTH.

If default shall be made in the payment of any of the said installments as and when the same become due according to the provisions hereof, or if any of the undersigned shall, or shall attempt to abscond, or move from the jurisdiction of the Courts of this County or shall assign, secrete, or dispose of his or her property, without notice to the holder hereof, then, or in any of said events, the whole principal sum of this note or such portion thereof as shall then remain unpaid, with interest and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice and interest shall be charged for any extension, default or default at the rate of 1½% per month on the amount in arrears, with a minimum charge for any extension, default or default of twenty-five cents.

And further do hereby authorize any attorney of any Court of Record of Pennsylvania, or elsewhere, or the Prothonotary thereof, to appear for me /us and with or without declaration filed to confess judgment against me /us in favor of the holder hereof at any time for the above sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. added for Attorney's fees for collection; and for value received, do also waive the right and benefit of any law of this or any other State exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on a fi. fa. with release of errors thereon and agree that judgment may be entered against me /us by filing a true copy of this note in the Prothonotary's office.

Each maker, co-maker, endorser, guarantor, surety or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, default or deferrals, without notice to and without release from liability to either or any of them. The acceptance by the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce any of the conditions of this agreement.

And further I ~~do not~~ do hereby certify that this note is given for my own personal benefit and for the improvement of my separate estate, and that I do not sign as accommodation endorser, maker, guarantor, or surety for any other person.

[Signature] Witness *[Signature]* (Seal)

[Signature] Witness *[Signature]* (Seal)

[Signature] Witness *[Signature]* (Seal)

[Signature] Witness *[Signature]* (Seal)

For a valuable consideration I/we do hereby guarantee the payment of the within note to the lawful holder thereof according to the terms and tenure thereof, waiving presentment, demand for payment, protest and notice of protest and I/we do hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time, deferment or deferments, to the maker without notice to and without releasing me/us from liability hereunder.

And I/we do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, or the Prothonotary thereof, to appear for me/us and confess judgment against me/us at any time for the within sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. added for attorney's fees for collection; and for value received do also waive the right and benefit of any law of this or any other State exempting property, real or personal from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on *fi. fa.* with release of errors thereon, and agree that judgment may be entered against me in the prothonotary's office by filing a true copy of the within note and endorsement and further agree that the above provisions shall bind me whether I appear as first or subsequent guarantor.

Witness _____ (Seal)

Witness _____ (Seal)

Witness _____ (Seal)

POSTPONEMENT OF LIEN OF JUDGMENT

THIS AGREEMENT made this 6th day of Sept., 1961, between COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Clearfield County, Pennsylvania, and THE UNION BANKING AND TRUST COMPANY, of the same place, WITNESSETH:

THAT WHEREAS, ADOLPH MISKO and IRENE MISKO, his wife, executed and delivered to the Community Consumer Discount Company, of DuBois, Pennsylvania, a Judgment Note in the sum of Eight Hundred and Forty (\$840.00) Dollars, and entered in the Prothonotary's Office in Clearfield, Pennsylvania, to No. 1, February Term, 1961.

AND WHEREAS, the said ADOLPH MISKO and IRENE MISKO, his wife, and VICTORIA MIASGA executed and delivered to THE UNION BANKING AND TRUST COMPANY, a Judgment Note in the sum of Five Hundred Twenty-One Dollars and Fifty Cents (\$521.50), dated August 30, 1961 and to be entered in the Prothonotary's Office at Clearfield, Pennsylvania.

IT IS AGREED by the said COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pennsylvania, its successors and assigns, that the lien of its judgment above mentioned is hereby postponed to the lien of the judgment of the said UNION BANKING AND TRUST COMPANY, of DuBois, Pennsylvania, as above mentioned, and the said COMMUNITY CONSUMER DISCOUNT COMPANY further agrees for itself and its successors and assigns that the said UNION BANKING AND TRUST COMPANY, its successors and assigns shall have all the rights and benefits to which it would have been entitled had the said judgment note of said UNION BANKING AND TRUST COMPANY been executed, delivered and entered before the entry of the said

judgment of the said COMMUNITY CONSUMER DISCOUNT COMPANY.

IN WITNESS WHEREOF, the said COMMUNITY CONSUMER DISCOUNT COMPANY and the said UNION BANKING AND TRUST COMPANY have caused this Agreement to postpone lien of judgment to be signed in their corporate names, by their Manager and Vice President respectively, and have caused to be affixed hereunto the common and corporate seals of said corporations, attested by their respective authorized parties, the day and year first above written.

ATTEST:

Anna C. Sharkey

COMMUNITY CONSUMER DISCOUNT COMPANY
of DuBois, Pennsylvania

By

James A. Haffney
Manager

ATTEST:

L. J. Krach
Secretary

THE UNION BANKING AND TRUST COMPANY
of DuBois, Pennsylvania

By

M. H. Blankfeld
Vice President

POSTPONEMENT OF LIEN OF JUDGMENT

THIS AGREEMENT made this 10th day of October, 1962, between COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Clearfield County, Pennsylvania, and THE UNION BANKING AND TRUST COMPANY, of the same place, WITNESSETH:

THAT WHEREAS, ¹⁶ADOLPH T. Misko and ⁴⁶IRENE Misko, his wife, executed and delivered to the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa. a judgment note in the sum of Eight Hundred Forty Dollars (\$840.00), and entered in the Prothonotary's Office in Clearfield, Pennsylvania to No.1 February Term, 1961.

AND WHEREAS, the said ADOLPH T. Misko and IRENE Misko executed and delivered to THE UNION BANKING AND TRUST COMPANY, a Mortgage and Bond in the sum of Eight Thousand Dollars (\$8,000.00), dated October 4, 1962 and said Mortgage to be recorded in the Register and Recorder's Office at Clearfield, Pennsylvania.

IT IS AGREED by the said COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pennsylvania, its successors and assigns, that the lien of its judgment above mentioned is hereby postponed to the lien of the mortgage of the said UNION BANKING AND TRUST COMPANY, of DuBois, Pennsylvania, as above mentioned, and the said COMMUNITY CONSUMER DISCOUNT COMPANY further agrees for itself and its successors and assigns that the said UNION BANKING AND TRUST COMPANY, its successors and assigns shall have all the rights and benefits to which it would have been entitled had the said Mortgage of the said UNION BANKING AND TRUST COMPANY been executed, delivered and recorded before the entry of the said judgment of the said COMMUNITY CONSUMER DISCOUNT COMPANY.

IN WITNESS WHEREOF, the said COMMUNITY CONSUMER DIS-

COUNT COMPANY and the said UNION BANKING AND TRUST COMPANY have caused this Agreement to postpone lien of judgment to be signed in their corporate names, by their respective officers, and have caused to be affixed hereunto the common and corporate seals of the said corporations, attested by their respective authorized parties, the day and year first above written.

ATTEST:

COMMUNITY CONSUMER DISCOUNT COMPANY
of DuBois, Pennsylvania

Orval C. Sharkey
Secretary

By

James A. Gaffney
President

ATTEST:

THE UNION BANKING AND TRUST COMPANY
of DuBois, Pennsylvania

Frank A. Simpson
Asst. Secretary

BY

D. B. Keif
Treasurer

1 Feb, 1961

RECEIVED
FEB 1 1961
U.S. DEPARTMENT OF
HEALTH, EDUCATION &
WELFARE
BUREAU OF
CHILDREN'S SERVICES

FILED
F
OCT 15 1962
CARL E. WALKER
PROTHONOTARY

100 by 2 1/2
Mason, Brown & Brown

STATEMENT OF JUDGMENT

2268

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Co.

DuBois, Pa.

VERSUS

Adolph Misko

Irene Misko

No. 1 TERM February 19 61

Penal Debt \$

Real Debt \$ 840.00

Atty's Com. 15% \$

Int. from February 3, 1961

Entry & Tax By Plff. \$ 3.50

Att'y Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same February 3, 19 61

Date Due In Installments 19

Expires February 6 19 66

Entered of Record 6th day of

Certified from Record 6th day of

February 19 61 8:40 AM EST

February 19 61

Wm. T. Day, Esq. Prothonotary

5-24-2268

SIGN THIS BLANK FOR SATISFACTION

Received on March 4, 1963, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

F.B. Wiegman
Witness

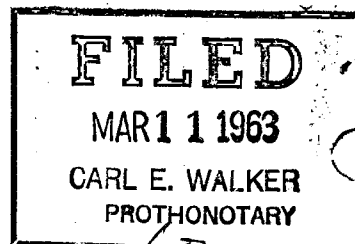
James A. Gaffney
Plaintiff

COMMUNITY CONSUMER DISCOUNT CO.
DUBOIS, PA.

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



	COMMUNITY CONSUMER DISCOUNT COMPANY	and	THE UNION BANKING AND TRUST COMPANY
	POSTPONEMENT OF LIEN OF JUDGMENT		
	FILED SEP - 7 1961 WM. T. HAGERTY PROTHONOTARY LAW OFFICES GLEASON, CHERRY & CHERRY 7-10 DAMUS BUILDING DU BOIS, PENNSYLVANIA 109 N. BRADY STREET		