

01-334-CD
WOODLAND-BIGLER AREA AUTHORITY -vs- PETER ZIMMERMAN, JR., et al

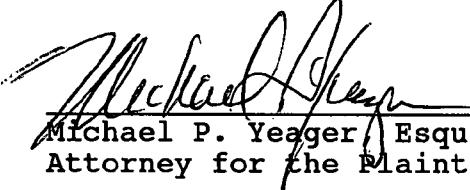
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

WOODLAND-BIGLER AREA :
AUTHORITY :
Plaintiff :
vs. : No. 01 - 34 - CD
PETER ZIMMERMAN, JR. and :
DIANA ZIMMERMAN, :
Defendants :
:

PRAECIPE FOR CONFESSION OF JUDGMENT

TO THE PROTHONOTARY:

Please confess judgment in the amount of One Thousand Seven
Hundred Fifty-Eight and 48/100 (\$1,758.48) Dollars, together with
interest, costs and attorneys commission on the above-captioned
Defendants under the terms of the attached Installment Judgment
Note.



Michael P. Yeager, Esquire
Attorney for the Plaintiff

FILED

MAR 07 2001

William A. Shaw
Prothonotary

INSTALLMENT JUDGMENT NOTE
(Confession of Judgment)

\$ 1,758.48

Clearfield, Pennsylvania

Dated: MARCH 1, 2001

FOR VALUE RECEIVED, Pete & DIANE ZIMMERMAN, of Po Box 4
WOODLAND, PA 16881, Clearfield County, Pennsylvania, hereinafter
called "Undersigned", promises to pay to the order of **WOODLAND-**
BIGLER AREA AUTHORITY, of P.O. Box 27, Woodland, Clearfield County,
Pennsylvania, hereinafter called "Payee", the principal sum of
\$ 1,758.48, lawful money of the United States of America, with
interest on the unpaid balance of principal at the rate of eight
(8%) percent per annum, payable \$ 0.00 upon signing and 11
consecutive monthly installments of \$ 150.00 each and one (1)
installment of \$ 108.48. The initial monthly payment shall be due
on the first day of the month subsequent to closing with subsequent
monthly installments due on the 1st day of each calendar month.

The amounts to be paid hereunder shall be in addition to
continuing monthly charges for sewer services currently being
provided to the Undersigned.

In the event that any payment provided for herein shall become
overdue by more than thirty (30) days, a late charge in the amount
of five (5%) percent of such overdue payment shall also be due and
payable. All payments shall be made in person or by mail to the
Payee at its address of P.O. Box 27, Woodland, PA 16881.

The Undersigned reserves the right to prepay the principal
balance of this Note, in whole or in part, without penalty on any
payment date; provided, however, that no partial prepayment shall
alter the amount and due dates of the subsequent annual payments
until the principal of and interest on this Note are paid in full.

In case default be made for the space of ten (10) days in the
payment of any installment of principal or interest, the entire
unpaid principal balance and interest thereon shall, at the option
of the holder, become immediately due and payable.

IF THIS NOTE IS PLACED IN THE HANDS OF AN ATTORNEY FOR
COLLECTION, THE UNDERSIGNED AGREES TO PAY AS A REASONABLE
ATTORNEY'S FEE TEN (10%) PERCENT OF THE AMOUNT DUE AND OWING ON
THIS DEFALTED NOTE, TOGETHER WITH ALL COSTS OF COLLECTION. TO
SECURE PAYMENT OF THIS NOTE, THE UNDERSIGNED HEREBY AUTHORIZES,
IRREVOCABLY, THE PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY OF
ANY COURT OF RECORD TO APPEAR FOR HIM/HER THEM IN SUCH COURT AT ANY
TIME HEREAFTER AND CONFESS A JUDGMENT AGAINST HIM/HER/ THEM IN FAVOR
OF ANY HOLDER OF THIS NOTE WITH (OR WITHOUT) THE FILING OF AN
AVERMENT OF DEFAULT, WITH RELEASE OF ERRORS, WITHOUT STAY OF
EXECUTION, AND FOR SUCH AMOUNT AS MAY APPEAR TO BE UNPAID THEREON
TOGETHER WITH CHARGES, ATTORNEY'S FEES AND COSTS OF COLLECTION AS

HEREIN PROVIDED; AND THE UNDERSIGNED HEREBY WAIVES AND RELEASES ALL BENEFIT AND RELIEF FROM ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAWS OF ANY STATE, NOW IN FORCE OR HEREAFTER TO BE PASSED.

The Undersigned and all other parties to this Note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this Note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this Note, or upon the exchange, substitution or release of any collateral granted as security for this Note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the Undersigned, and each of the Undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on his/her/their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This Note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The Undersigned hereby executes this Note as principal and not as surety.

IN WITNESS WHEREOF, the Undersigned has executed this Note on the day and year aforesaid, intending to be legally bound thereby.

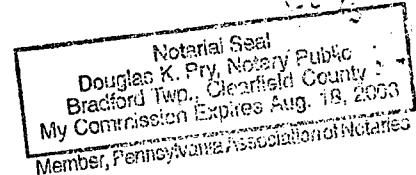
WITNESS:

Douglas K. Pry

Barbara A.

Douglas K. Pry

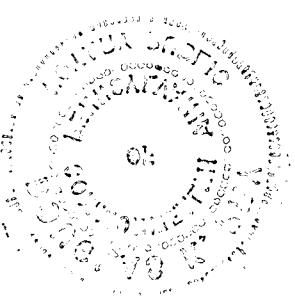
Diana Zimmerman



FILED Aty pd. 2000
Statement to Atty Krager

REC'D MAR 6 3 2001

On
William A. Shaw
Prothonotary



COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Woodland-Bigler Area Authority
Plaintiff(s)

No.: 2001-00334-CD

Real Debt: \$1,758.48

Atty's Comm:

Vs.

Costs: \$

Int. From:

Peter Zimmerman Jr.
Diana Zimmerman
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: March 7, 2001

Expires: March 7, 2006

Certified from the record this 7th day of March, 2001.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Woodland-Bigler Area Authority
Plaintiff(s)

No.: 2001-00334-CD

Real Debt: \$1,758.48

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Vs.

Costs: \$

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Defendant(s)

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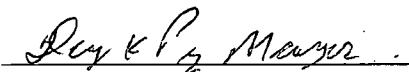
Certified from the record this 7th day of March, 2001.



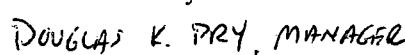
William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on October 18, 2004, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney



DOUGLAS K. DRY, MANAGER

FILED

(FAC)

OCT 19 2004
8 11:15 AM

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-00334-CD

Woodland-Bigler Area Authority

Debt: \$1,758.48

Vs.

Atty's Comm.:

Peter Zimmerman Jr.

Diana Zimmerman

Interest From:

Cost: \$7.00

NOW, Tuesday, October 19, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 19th day of October, A.D. 2004.

Prothonotary