

DOCKET NO. 173

Number Term Year

26 February 1961

Appliance Buyers Credit Corporation

Versus

Blake E. Joiner

Dorothy M. Joiner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

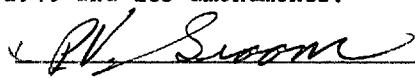
APPLIANCE BUYERS CREDIT CORPORATION,)
Plaintiff)
vs.)
BLAKE E. JOINER and)
DOROTHY M. JOINER, his wife,)
Defendants)

AVERMENT OF DEFAULT AND AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF ALLEGHENY :

P. V. Groom, being duly sworn according to law, deposes and says that he is the agent of the Plaintiff, Appliance Buyers Credit Corporation, authorized to do business in Pennsylvania, and makes this Affidavit on its behalf, being authorized so to do; that the defendants, Blake E. Joiner and Dorothy M. Joiner, his wife, herein entered into the attachment note dated June 15, 1960; that they defaulted in the payment of Fifty-two and 22/100 Dollars due on December 14, 1960 and have remained in default until the present, whereupon under the terms of the said judgment note, the entire balance of principal debt in the amount of \$2,872.10 became due and payable immediately together with interest from the date of default.

Deponent further avers and says that he is well acquainted with the defendants, Blake E. Joiner and Dorothy M. Joiner, his wife, and of his own personal knowledge knows that they reside at R. D. #1, DuBois, Pennsylvania; that they are not now in the military or naval services of the United States or its Allies or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and its amendments.



Sworn to and subscribed before me

this 31st day of January, 1961.



Notary Public, Castle Shannon, Allegheny Co.
My Commission Expires July 15, 1964

\$ 3133.20

(Total Amount of Note)

Pittsburgh, Pa.
(City)

June 15, Account Number 18670-1460
(Date)

(State)

(City)

(Date)

Appliance Buyers Credit Corporation

For value received, we and each of us, promise to pay to the order of
250 Mt. Lebanon Rd. Pittsburgh 34, Pa.

Three Thousand Thirty Three and 20/100 Three Thousand One Hundred Thirty Three and 20/100

in 60 monthly installments of \$ 52.22 each, with a final installment of \$ -0- beginning on

the 14th day of July 1960 and continuing on the same day of each and every month thereafter until the full amount hereof is paid. In the event any installment shall not be paid when due, the undersigned hereby agrees to pay, in addition to such installment, a "late charge" equal to five cents (5c) per dollar on each installment so in arrears; and if the undersigned fails to pay said delinquent installment or said late charge, the holder hereof may at his election declare the full amount of this note then remaining unpaid, immediately due and payable and may proceed to collect the same at once. The makers, endorsers and guarantors, in the event of default of any such payment or in the event of bankruptcy or insolvency of any of them, do hereby empower any attorney of any Court of Record within the Commonwealth of Pennsylvania or any other State or Territory of the United States to appear for them or any of them and with or without declaration filed, confess judgment against any of them in any Court in the Commonwealth of Pennsylvania or any other State or Territory of the United States and in favor of the payee or any holder of this note for the sum due and payable thereon with costs of suit and attorney's commission of 15% for collection, with release of all errors and without stay of execution, and inquisition and extension upon any levy is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution hereon is hereby expressly waived and no benefit or exemption is to be claimed under or by virtue of any exemption law now in force or which may hereafter be passed by any State or Nation. The makers, endorsers and guarantors hereby waive presentment, demand, notice of dishonor, and protest of the within note. The makers of this note, when more than one, shall be jointly and severally liable hereon.

(SEAL)

Walter G. Parker
Walter G. Parker
(SEAL)

APPLIANCE BUYERS CREDIT
 CORPORATION
 vs.
 BLAKE E. JOINER
 DOROTHY M. JOINER

In the Court of Common Pleas
 of CLEARFIELD County,
 of February Term, 19 61
 No. 26
 D. S. B.

STATE OF PENNSYLVANIA, ss:
 County of Clearfield

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 Defendant, ~~s~~ bearing date the 15th day of June A. D. 19 60, whereby the Defendant doth promise to pay to the said Plaintiff 60 monthly installments beginning July 14, 1960, the sum of Thirty-One Hundred and Thirty-Three and 20/100---- Dollars, for value received, with interest from Date of Default which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant~~s~~, and after one or more declarations filed, to confess judgment against Defendants and in favor of said Plaintiff for the said sum of Twenty-Eight Hundred and Seventy-Two and 10/100---- Dollars with interest from December 14, 1960 ~~as aforesaid~~, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon with ~~one and~~ fifteen per cent ~~one and~~ commission for attorney's fees; and further waive inquisition, condemnation and extension of real estate, stay of execution and all exemption laws now in force or that may be hereafter passed, and agree that any property, real or personal, may be sold on writ of fi. fa., of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant ~~s~~ to the said Plaintiff, to wit: The sum of \$ 2,872.10 \$2,872.10
 Interest from December 14, 1960 430.81
 Attorney's Commission \$430.81 \$3,302.91

GLEASON, CHERRY & CHERRY
 By *Edward V. Cherry*
 Attorney for Plaintiff

STATE OF PENNSYLVANIA, ss:
 County of CLEARFIELD

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, BLAKE E. JOINER and DOROTHY M. JOINER the Defendant~~s~~ in the stated action without writ, as of February Term, 19 61, and therein confess judgment against Defendants and in favor of APPLIANCE BUYERS CREDIT CORPORATION the plaintiff, for sum of Twenty-Eight Hundred and Seventy-Two and 10/100---- Dollars, with interest from December 14, 1960 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon with ~~one and~~ fifteen ~~one and~~ commission for attorney's fees; and further waive inquisition, condemnation and extension of real estate, stay of execution and all exemption laws now in force or that may be hereafter passed, and agree that any property, real or personal, may be sold on writ of fi. fa.

GLEASON, CHERRY & CHERRY
 By *Edward V. Cherry*
 Attorney for Defendant

To Wm. T. Hagerty Esq.,

Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor is.....
.....250 Mt. Lebanon Blvd., Pittsburgh, 34, Pennsylvania.....
and that the precise residence of the within judgment debtor is R. D. #1, DuBois, Pa.

GLEASON, CHERRY & CHERRY
By *Edward V. Cherry*
Attorneys for Plaintiff

Court of Common Pleas

of Clearfield County

February Term 19. 61

No. 26

APPLIANCE BUYERS CREDIT

CORPORATION

vs.
BLAKE E. JOINER

DOROTHY M. JOINER

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$2,872.10

Interest, - - - 15%

Atty's Com. - \$430.81

Filed
2/2/61
254

FILED	D
PROTHONOTARY	
FEB 9 1961	
WM. T. HAGEN	
Atty for Plaintiff	
PROTHONOTARY	

GLEASON, CHERRY & CHERRY
ATTORNEYS AT LAW
109 N. BRADY STREET
DU BOIS, PENNSYLVANIA

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