

DOCKET NO. 174

NUMBER	TERM	YEAR
35	September	1961

Coultas Finance Corporation

VERSUS

John J. Walko

PLAINTIFF'S ATTORNEY



LEDGER NO.

CLEARFIELD, PA.

Sept II, 196I

Sharp & Gilpatrick

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Coultas Finance Corp		No 35	Sept Term 196I	
vs				
John J. Walko		No 2	Sept Term 196I	
RDR	3.75	Exec Debt		\$113.74
Levy	2.00	Int Due		7.96
Service	3.75	Attorney		14.50
c/s d/s	2.00	Sheriffs Costs		17.97
Mileage	4.20			
Comm	2.27			
Total	17.97	Total		\$154.17

Charles G. Ammerman

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

① Duck and
Tan Gorel.

1/2
F 10 44 @ 10/08

Seized, taken in execution, and to be sold as the property of

John J. Gulko

Charles H. Munn

Sheriff

Sheriff's Office, Clearfield, Pa.,

Sept 26 1961

Writ of Execution - Money Judgments.

Coultas Finance Corporation

vs.

John J. Walke

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

NO. 2 September

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against John J. Walke

_____, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

~~(2) You are also directed to attach the following property of the defendant not levied upon in the possession of _____, as garnishee~~

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 113.74

Interest ~~from~~ Due \$ 7.96

Costs (to be added) Attorneys \$ 14.50

Prothonotary

By

Deputy



Date September 7, 1961

Proth'y. No. 64

No. 35 September Term, 19 61
No. 2 September Term, 19 61
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Coultas Finance Corporation

vs.

John J. Walke

WRIT OF EXECUTION

Sharp & Gilpatrick
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS 7 day
of Sept A. D., 19 61,
at 3:15 P. M.
Charles J. Zimmerman
Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$113.74	
Interest from Due -	7.96	
Prothonotary - - -		
Use Attorney - -	14.50	
Use Plaintiff - -		
Attorney's Comm. -		
Satisfaction - - -		
Sheriff - - - - -		
20.00 Pl.		

Sharp & Gilpatrick
Attorney for Plaintiff(s)

And here, this 9th day of October, 1961, marked
the writ executed.
MB Zimmerman
Ct. Cl. Sheriff

Now, October 9, 1961 by direction of M. B.
Gilpatrick. City for the plaintiff's return
the writ "suspended" Sharp's not paid
So process.
Charles J. Zimmerman

IN THE COURT OF COMMON PLEAS
OF CLEARFELD COUNTY, PA.

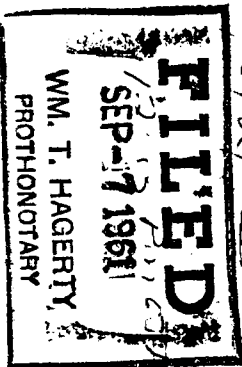
No. 35 Sept Term, 1961

COULTAS FINANCE CORPORATION
Plaintiff

vs.

JOHN J. WALKO,
Defendant

CONFESSION OF JUDGMENT



63
1/16/61

SHARP & GILPATRICK
ATTORNEYS AT LAW
20 NORTH SECOND ST.
PHILIPSBURG, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

COULTAS FINANCE CORPORATION,
Plaintiff

vs.

JOHN J. WALKO,
Defendant

No. 35 Sept Term, 1961

TO THE PROTHONOTARY OF SAID COURT:

Enter judgment in favor of Plaintiff and against the Defendant by confession on the annexed judgment note, with costs of suit, release of errors and waiver of exemption, etc.

Assess Plaintiff's damages as follows:

Original amount of note	\$200.00
Real Debt	\$113.74
Interest due	<u>7.96</u>
Total	\$121.70

Dated: September 7, 1961.

SHARP & GILPATRICK

Heur B. Gilpatrick
Attorneys for Plaintiff

AND NOW, Sept. 7, 1961, judgment is entered in favor of the Plaintiff and against the Defendant, and damages are assessed as above in the sum of One hundred twenty-one Dollars and seventy cents (\$121.70).

John T. Lagerty
Prothonotary

JUDGMENT NOTE

\$ 200.00
No. 6756

Philipsburg, Pennsylvania 17 April 18 1960
(Month in Full) (Day) (Year)

FOR VALUE RECEIVED, the undersigned, jointly and severally, promises to pay to the order of COULTAS FINANCE CORPORATION, at its office in the above-named city, the principal sum of

Two Hundred Dollars,
together with interest until fully paid, at the aggregate rate not to exceed three (3) per centum per month on that part of the unpaid principal balance of any loan not in excess of one hundred fifty (\$150) dollars, and two (2) per centum per month on that part of the unpaid principal balance of any loan in excess of one hundred fifty (\$150) dollars but not in excess of three hundred (\$300) dollars and one (1) per centum per month on any remainder of such unpaid principal balance in 18 consecutive monthly payments the first of which shall be due May 18 1960 and each subsequent payment respectively on the same day of each (Month in Full) (Day) (Year) succeeding month thereafter, the final payment being due October 18 1961. The amount (Month in Full) (Day) (Year)

of the first payment shall be \$ 14.43, and the amount of each of the succeeding monthly payments shall be \$ 14.43; provided that the final payment, whether made before, at, or after the date when it is due, shall be equal to all principal then remaining unpaid plus interest then accrued and unpaid and no more. Every payment shall be applied first to interest computed in full to the date payment is actually made and the remainder to principal. Notwithstanding any provision hereof, after the expiration of twenty-four (24) months from the date hereof, interest on any then unpaid principal balance shall accrue and be payable at the rate of six (6%) per centum per annum.

The principal amount hereof or any part hereof may be paid in advance at any time with interest as above to the date of payment.

Default in making any payment or any part thereof shall, at the option of the holder hereof and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

The undersigned and each of them hereby constitute and appoint the attorney for said lender, or any attorney of any Court of Record of Pennsylvania, or elsewhere, their true and lawful attorney in fact, for them and in their name and stead, to appear for and confess and enter judgment against them, or any of them, for the above sum, with or without declaration filed; and also waive the right of inquisition of any real estate that may be levied upon to collect this note and do hereby voluntarily condemn the same and authorize the prothonotary to enter upon any writ of fi. fa. issued on said judgment their said voluntary condemnation; and further agree that said real estate may be sold on a fi. fa.; and also waive and release all benefit of relief from any and all appraisalment, stay, or exemption laws of any State now in force or hereafter to be passed in so far as the same can be waived by them.

The parties hereto and sureties, endorsers and guarantors hereby severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note.

The payee herein named is a licensee under Chapter 432, Laws of Pennsylvania, 1915, as amended. The undersigned acknowledges the receipt of a statement in English as required by Section 3 of Chapter 432, as amended.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.
Witness:

R. W. McKee John J. Walker [SEAL]

_____ [SEAL]
_____ [SEAL]
_____ [SEAL]

Please Sign Names In Full

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.

No. 2 1961 Term, 1961
35.1961.2 1961

COULTAS FINANCE CORPORATION,
Plaintiff

vs.

JOHN J. WALKO,
Defendant

WRIT OF EXECUTION

160

FILED

SEP-7 1961

WM. T. HAGERTY
PROTHONOTARY

SHARP & GILPATRICK
ATTORNEYS AT LAW
20 NORTH SECOND ST.
PHILIPSBURG, PA.

1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

COULTAS FINANCE CORPORATION,
Plaintiff

vs.

JOHN J. WALKO,
Defendant

:
:
:
: No. 2 Sept Term, 1961
:
:
:

TO THE PROTHONOTARY OF THE SAID COURT:

Issue Writ of Execution in the above matter.

Amount due	\$113.74	
Interest due	<u>7.96</u>	
Total	\$121.70	plus costs.

Dated: September 7, 1961.

SHARP & GILPATRICK

BY

James D. Gilpatrick
Attorneys for Plaintiff

TREASURER'S OFFICE
COUNTY OF CLEARFIELD

No. RT 2652

RECEIVED OF Charles G Ammerman ^{Sheriff} CLEARFIELD, PA. 12-18 1961
One hundred eight and 35 \$ 108.35
1960 100 DOLLARS
IN PAYMENT OF H. G. & L. Part L TO APPLY ON 1960 RETURNED TAXES
ON

THE NAME OF John G & Harriet A Walke ASSESSED IN
Director
IN
TAX 10392 .76
INT. 364 03
TOTAL 107.56 .79
Lillian D. Schelma
COUNTY TREASURER

- 270 8HT0108.35-27ch