

DOCKET NO. 173

Number	Term	Year
44	May	1961

Associates Loan Company

Versus

Herbert G. Caldwell

BORROWERS (NAMES AND ADDRESSES):

LOAN NO.

DATE DUE

8025

10

CALDWELL, Herbert G. (Sgl.)
14 Gullich Avenue
Clearfield, Pennsylvania

Associates
LOAN COMPANY

Licensed Under the Pennsylvania Small Loan Act

ADDRESS

CITY

PHONE NO.

103 E. Brady Street

Clearfield, PA.

371-7350

DATE OF THIS NOTE	PRINCIPAL AMOUNT OF NOTE AND ACTUAL AMOUNT OF LOAN	PRINCIPAL AND CHARGES PAYABLE IN ABOVE NUMBER OF MONTHLY PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	AMOUNT OF PAYMENTS	FINAL PAYMENT 312.09 IN ANY CASE TO UNPAID PRINCIPAL PLUS INTEREST
5/6/61	600.00	24	6/10/61	5/6/63	32.09	

Agreed Rate of Charge:

3% per month on that part of the unpaid principal balance not in excess of \$150, 2% per month on that part of the unpaid principal balance in excess of \$150 but not exceeding \$300, and 1% per month on any remainder of such unpaid principal balance not exceeding \$600, except that after the expiration of twenty-four months, interest on any then unpaid principal balance will accrue and be payable at the rate of 6% per annum; computed on the basis of the number of days actually elapsed and for the purpose of computation, a calendar month shall be considered 30 days and a calendar year 360 days even though there may actually be a greater or lesser number of days.

JUDGMENT NOTE

For Value Received I promise to pay to the order of Associates Loan Company at its above office the principal amount above stated, which is the actual amount of this loan, together with interest at the above rate until fully paid in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

The payment of principal and interest shall be made in consecutive monthly payments as above indicated beginning on the stated due date for the first payment and continuing on the same day of each successive month to and including the stated due date for the final payment. Each payment made hereon shall be applied first to interest accrued to date of actual payment and remainder to principal. Any or all installments may be paid at any time with interest at the above stated rate to the date of payment.

Default in the payment of any installment of the principal and interest hereof or any part of either 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.

Notwithstanding any provision hereof to the contrary, no interest consideration or charges in excess of those permitted by the Act of Assembly of the Commonwealth of Pennsylvania, No. 432, approved June 17, 1915, Pamphlet Laws 1012, as amended, shall accrue or become payable hereunder.

The undersigned and each of them hereby constitute and appoint 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 to confess and enter judgment against them or any of them for the total sum remaining unpaid hereunder including interest and authorized costs, 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 the fl. fa., their said voluntary condemnation; and do further agree that said real estate may be sold in fl. fa.; and also waive and release all benefit of relief from any and all appraisal, 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.

Each of the parties hereto, including endorsers and each surety and guarantor of the payment hereof severally waive presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party hereto and each endorser, guarantor and surety hereby consent that the time of payment may be extended from time to time after maturity without notice to him.

The undersigned acknowledges the receipt of a statement in English as required by Section 3 of Chapter 432, as amended.

Witness:

[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

L-93-8-57 PENNSYLVANIA NOTE LOAN SET

100-244 100-244

ADDRESS
CITY
PHONE NO.

Agreed Rate
of Charge:

[illegible]

JUDGMENT NOTE

For Value Received I promise to pay to the order of Associated Loan Company at its above office the principal amount above stated which is the balance due on my loan made by said company on or about _____ A.D. 19____ and interest thereon at the rate of _____ per centum per annum payable monthly commencing on the first day of _____ A.D. 19____ until paid in full.

I agree to pay the same as above indicated beginning on the first day of _____ A.D. 19____ and each month thereafter until the balance shall have been paid in full. If I fail to make any payment when due I will pay a penalty of _____ per centum per annum on the unpaid balance from the date of default until the same is paid in full.

If I fail to pay any installment when due or if I fail to pay the whole sum when due I authorize the company to sell my car and all appliances and other personal property now owned by me and to apply the proceeds thereof to the payment of the debt hereunder and to retain the same until the debt is paid in full.

I agree to execute and deliver to the company such further instruments and do such other acts as may be required to carry out the purposes of this agreement and to keep the company advised of my residence and of any change thereof.

In witness whereof I have hereunto set my hand and seal this _____ day of _____ A.D. 19____

Associated Loan Company

The individual acknowledges the receipt of a statement in English as required by Section 3 of Chapter 432, as amended.

SEAL) (SEAL) (SEAL)

100-8-57 PENNSYLVANIA NOTE LOAN SET

1-03-8-57 PRANSYLVANIA NOTE LOAN SET

2025-022 A

FILED
MAR - 8 1961
FBI - ALBANY

WM. T. HAGERITY
PROTHONOTARY

STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Associates Loan Company

VERSUS

Harbert G. Carlwell

No. 44 TERM May 19 61

Penal Debt \$

Real Debt \$ 600.00

Atty's Com. \$

Int. from May 6, 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 May 6 19 61

Date Due In Installments 19

Expires May 8 19 66

Entered of Record 8th day of

May 1961 7:40 AM EST

Certified from Record 8th day of

May 1961

Wm. T. Nagentz
Prothonotary

Received on October 9, 19 61, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

ASSOCIATES LOAN COMPANY Plaintiff
William DeVandry
 F. M. DeVandry, Attn'y in Fact.

Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, . . . , 19 . . . , for value received . . . hereby
assign, transfer and set over to . . .

Address Assignee

above Judgment, Debt, Interest and Costs without recourse.

Witness:

FILED
JUL 14 1961
WM. T. HAGERTY
PROTHONOTARY