

DOCKET NO. 174

Number Term Year

71 September 1961

Union Banking & Trust Company

Versus

Charles B. Wachob and Bette W.

Wachob a/k/a Bessie Lois Wachob

STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Union Banking & Trust Company

No. 71 TERM September 19 61.

Penal Debt \$

Real Debt \$ 1586.34

Atty's Com. \$ 237.95

Int. from

Entry & Tax By Atty. \$ 5.00

Att'y Docket \$ 3.00

Satisfaction Fee \$1.50 ~~xx~~

Assignment Fee 1.00

Instrument D. S. B.

Date of Same March 24 19 61

Date Due In Installments 19....

Expires September 13 19 66

Entered of Record 13th day of September 1961 9:40 AM EST
Certified from Record 13th day of September 1961

Thos. T. Magarity
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on MAR 1 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same in the UNION COUNTY & TRUST COMPANY of CANTON, PENNSYLVANIA

John Frank
John Frank
John Frank
Plaintiff
Witness

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.

John Frank
John Frank
Plaintiff
Witness

MAR 2 1962
CANTON, PENNSYLVANIA
PROTHONOTARY

1.50 Pd.

1586 *34*

1500.00
Jan 13 96
32
Feb 72

MAR 6 1961

No.

6009

19

Undersigned, jointly and severally if more than one, promise to pay to the order of

THE UNION BANKING AND TRUST COMPANY OF DuBOIS, DuBOIS, PA.

the sum of *Seventeen hundred eighty six* *34* *100 Dollars in* *18* *successive monthly installments of \$* *88 13*
 each and a final monthly installment of *\$ 11* the first installment to be payable on the *17* *8* day of
Febr *1961*, and the remaining installments to be payable on a like day of each successive month thereafter. Undersigned further
 promise and agree to pay, upon demand of the holder and to the extent permitted by law, a delinquency charge of five cents for each dollar of each installment more than
 fifteen days in arrears.

As security for the payment of this Note and for all other liabilities of any of the Undersigned to Payee, now existing or hereafter incurred, matured or unmatured, direct or contingent, (herein called the "Liabilities"), the Undersigned pledges with Payee and/or grants it a security interest in, the following property:

together with all additions and substitutions hereafter pledged with Payee and in which the latter may have a security interest (herein called the "Collateral"). As further security for the Liabilities, Payee is hereby given a lien on and a security interest in all property of each of the Undersigned now or hereafter in Bank's possession, including but not limited to, any balance or interest in any deposit, trust or agency account; and Payee shall have the same rights to such property as it has in the Collateral.

The occurrence of any of the following events shall constitute a default hereunder and the entire unpaid balance of this Note and/or all other Liabilities of any or all of the Undersigned to holder shall, at the option of the holder and without notice to or demand on Undersigned, immediately become due and payable; (a) failure of any of the Undersigned to pay in full any installment hereunder punctually on its due date and any delinquency charge on demand; (b) failure of any of the Undersigned to observe or perform any of the obligations contained herein or in any other instrument, security agreement, or writing given by Undersigned to holder in connection with any of the Liabilities; (c) death of any of the Undersigned; (d) any of the Undersigned shall become insolvent or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors; (e) holder in good faith believes the prospect of payment hereunder by any of the Undersigned is impaired; (f) bankruptcy, insolvency, arrangement, debt adjustment, or receivership proceedings in which any of the Undersigned is alleged to be insolvent or unable to pay his or her debts as they mature, shall be instituted by or against any of the Undersigned.

Upon the occurrence of any default hereunder, the holder shall have all rights and remedies with respect to this Note and the Collateral which are provided for by law, including but not limited to, those provided for herein, in the Collateral, and in the Uniform Commercial Code (Pa.); and Payee shall have the immediate right to set-off against the Liabilities, all moneys owed by Payee, in any capacity, to any of the Undersigned.

Each of the Undersigned do hereby authorize and empower the Prothonotary or Clerk or any attorney of any court of record within the United States, or elsewhere, to appear for them, or any of them, and to confess judgment against them, or any of them, and in favor of the holder hereof, with or without declaration filed, for a sum equal to the face amount of this Note, with costs of suit, and with 15% added as attorney's collection fees; and with respect to any judgment entered hereon, each of the Undersigned waives, in regard to any real or personal property levied upon, any right of appraisement, exemption or stay of execution under any law now in force or hereafter enacted, the right of inquisition (and agrees that any real estate shall be voluntarily condemned and may be sold under a writ of fi. fa.), the right of appeal, and does release all errors. Each of the Undersigned and all endorsers waive protest of this Note. Waiver of any default shall not constitute waiver of any subsequent default.

Charles A. Syms (SEAL) (SEAL)

Luthersburg, Pennsylvania (Address) (Address)

Charles A. Syms (SEAL) (SEAL)

(Address) (Address)

THE UNION BANKING AND TRUST
COMPANY, of DuBois, Pa.
vs.
CHARLES G. WACHOB and BETTE
W. WACHOB, a/k/a BESSIE LOIS
WACHOB

In the Court of Common Pleas
of CLEARFIELD County,
of September Term, 19 61
No. 71
D. S. B.

STATE OF PENNSYLVANIA,
County of CLEARFIELD ss:

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand **S** and sealS of the Defendant, **S**, bearing date the **24th** day of **March** A. D. 19 **61**, whereby the Defendant doth promise to pay to the said Plaintiff **18** ⁱⁿ successive monthly installments of **\$88.13** the sum of **Fifteen Hundred Eighty Six and 34/100 (\$1586.34)** Dollars, for value received, with interest from 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, and after one or more declarations filed, to confess judgment against **Defendants** and in favor of said Plaintiff for the said sum of **Fifteen Hundred Eighty Six and 34/100 (\$1586.34)** --- Dollars with interest from as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon with ten per cent (15%) 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 **\$1586.34**

Interest from

Attorney's Commission **\$237.95**
GLEASON, CHERRY & CHERRY
By *John J. Cherry*
Attorney for Plaintiff

1824.29

STATE OF PENNSYLVANIA,
County of CLEARFIELD ss:

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, **Gleason, Cherry & Cherry, Attorneys, appear for** the Defendant **S** in the stated action without writ, as of **September** Term, 19 **61**, and therein confess judgment against **Defendants** and in favor of **THE UNION BANKING AND TRUST COMPANY, of DuBois, Pa.** the plaintiff, for sum of **Fifteen Hundred Eighty Six and 34/100 (\$1586.34)** Dollars, with interest from costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon with ten per cent (15%) 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 *John J. Cherry*
Attorney for Defendant

To **William T. Hagerty** Esq.,

Pro. Com. Pleas of **Clearfield** Co.

We hereby certify that the precise residence address of the within judgment creditor is.....

West Long Avenue, DuBois, Pennsylvania

and that the precise residence of the within judgment debtor is Luthersburg,

Pennsylvania

GLEASON, CHERRY & CHERRY
By: *John A. Cherry*
Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County
September Term 19 61.

No. 71

THE UNION BANKING AND TRUST
COMPANY, of DuBois, Pa.

vs.
CHARLES S. WACHOB and BETTE

W. WACHOB, a/k/a BESSIE LOIS WACHOB

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$1586.34

Interest, - - -

Atty's Com. - \$237.95

Filed

SAP
GLEASON, CHERRY & CHERRY
Prothonotary
H. H. GLEASON, Attorney for Plaintiff

FILED

SEP 13 1961

GLEASON, CHERRY & CHERRY
ATTORNEYS FOR PLAINTIFF
DU BOIS, PENNSYLVANIA

5-23 Octy