

DOCKET NO. 174

Number	Term	Year
86	May	1961

Community Consumer Discount Company

Versus

J. Richard Clyde

Gertrude E. Clyde

Community Consumer Discount Company of DuBois, Pa.

2457.00

DuBois, Pa., May 13, 1961

For value received, the undersigned jointly and severally promise to pay to the

order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., or order, or assigns, at its office in the City of DuBois, Pa., the sum of Two Thousand Four Hundred Fifty Seven and $\frac{no}{100}$ Dollars, without defalcation or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 68, approved the 8th day of April, A. D., 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of Fifty Eight and $\frac{25}{100}$ Dollars, each followed by equal installments of _____ Dollars each, the first installment

falling due thereafter.

6.10.61 and continuing each 10 TH of every MONTH.

If default shall be made in the payment of any of the said installments as and when the same become due according to the provisions hereof, or if any of the undersigned shall, or shall attempt to abscond, or move from the jurisdiction of the Courts of this County or shall assign, secrete, or dispose of his or her property, without notice to the holder hereof, then, or in any of said events, the whole principal sum of this note or such portion thereof, as shall then remain unpaid, with interest and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice and interest shall be charged for any extension, deferment or default at the rate of 1½% per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five cents.

And further do hereby authorize any attorney of any Court of Record of Pennsylvania, or elsewhere, or the Prothonotary thereof, to appear for me/us and with or without declaration filed, to confess judgment against me/us in favor of the holder hereof at any time for the above sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. added for Attorney's fees for collection; and for value received, do also waive the right and benefit of any law of this or any other State exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on a fi. fa., with release of errors thereon and agree that judgment may be entered against me/us by filing a true copy of this note in the Prothonotary's office.

Each maker, co-maker, endorser, guarantor, surety or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance by the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce any of the conditions of this agreement.

And further I GERTRUDE E. CLYDE do hereby certify that this note is given for my own personal benefit and for the improvement of my separate estate, and that I do not sign as accommodation endorser, maker, guarantor, or surety for any other person.

Witness

X Gertrude E. Clyde (Seal)

Witness

X R. R. Clyde (Seal)

Witness

X _____ (Seal)

Witness

X _____ (Seal)

86 May 1961

I hereby certify that the correct name and address and the precise residence of the Plaintiff in this judgment is:

COMMUNITY LOAN COMPANY
COMMUNITY CONSUMER DISCOUNT COMPANY
DuBois, Pennsylvania

and that the correct name and the last known address of the Defendant is:

J. Richard Clyde - Gertrude E Clyde
205 1/2 Wilson Avenue
DuBois, Pennsylvania

No. _____ Term 19 _____

By _____
COMMUNITY LOAN CO.
COMMUNITY CONSUMER DISCOUNT CO.
DuBois, Penna.—Plaintiff

Pres. Secy. Treas.

FILED
MAY 15 1961
WM. T. HAGERTY
PROTHONOTARY

RELEASE FROM LIEN OF JUDGMENT

WHEREAS, the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pennsylvania, has obtained a judgment in the Court of Common Pleas of Clearfield County, against J. RICHARD CLYDE and GERTRUDE E. CLYDE, of Philipsburg, Pennsylvania, at No. 86 May Term, 1961, in the principal sum of Two Thousand Four Hundred Fifty-Seven Dollars (\$2,457.00), which judgment remains a lien on all the real estate of the said defendants within said Clearfield County; and

WHEREAS, the said defendants have requested all that certain piece or parcel of land situate in the Township, of Sandy, County of Clearfield and State of Pennsylvania, and being bounded and known as the Eastern Part of Lot No. 6, as per plat of the Wilson Terrace and being bounded and described as follows, to wit:

BEGINNING at a post on the West side of an unnamed alley at the Southeast corner of Lot No. 7 as per the Wilson Terrace plat; thence along Lot No. 7 South $89^{\circ} 45'$ West 74.3 feet to a point; thence in a Southerly direction 50 feet, more or less, to a point in line of Lot No. 5; thence along Lot No. 5 North $89^{\circ} 45'$ East 73.6 feet to an unnamed alley; thence along said alley in a Northerly direction 50 feet, more or less, to a post at the corner of Lot No. 7 and place of beginning.

TOGETHER with the use of the water line and the gas line as now constructed on the remainder of Lot No. 6 with the right to repair said water line and gas line.

SUBJECT to the use of the sewer as now constructed upon the premises herein conveyed with the right to repair said sewer.

should be exonerated and discharged from the lien and operation of the judgment aforesaid.

NOW, THEREFORE, WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) in hand paid at the execution hereof by

the said defendants, the said plaintiff has exonerated and discharged the above described piece or parcel of land, with the appurtenances of and from the lien and obligation of the said judgment, and of and from all suits, actions, executions, costs, damages, and demands whatsoever for or on account or by reason of the said judgment; provided, however, that nothing herein contained shall be construed so as to impair the operation of the said judgment against the said defendants and their estates other than against the piece or parcel of land hereinbefore expressly mentioned and described.

IN WITNESS WHEREOF, the said COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pennsylvania, has caused these presents to be executed by its proper officers and the corporate seal attached, duly attested, by its Secretary on this 22nd day of July, 1961.

ATTEST:

COMMUNITY CONSUMER DISCOUNT COMPANY

Inna C. Shubert
Secretary

By James A. Gaffney
President

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF CLEARFIELD

On this, the 22nd day of July, 1961, before me, the undersigned officer, personally appeared JAMES A. GAFFNEY, who acknowledged himself to be the President of the COMMUNITY CONSUMER DISCOUNT COMPANY, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Josephine M. Henry
Notary Public
My Comm. expires Jan. 6/1963

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF CLEVELAND

On this, the 22 day of July, 1961, before me, the undersigned officer, personally appeared JAMES A. GATNEY,

who acknowledged himself to be the

President of the COMMUNITY CONSUMER DISCOUNT COMPANY, a

corporation, and that he as such President is being

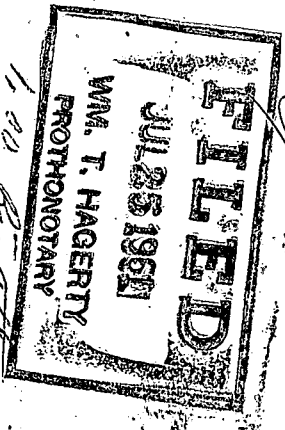
authorized to do so, executed the foregoing instrument for the

purposes therein contained by signing the name of the corporation

by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and of-

ficial seal.



STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

DuBois, Pa.

VERSUS

J. Richard Clyde

Gertrude E. Clyde

No. 86 TERM May 19 61

Penal Debt \$

Real Debt \$ 2457.00

Att'y's Com. 15% \$

Int. from May 13, 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 13 19 61

Date Due In Installments 19

Expires May 15 19 66

Entered of Record 15th day of May

Certified from Record 15th day of May

19 61 7:35 AM EST

19 61

Wm. H. Hagerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on October 23, 1961, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

[Signature]
Plaintiff

[Signature]
Witness

COMMUNITY CONSUMER DISCOUNT CO.
DUBOIS, PA.

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.

FILED
OCT 26 1961
WM. J. HAGERTY
PROTHONOTARY