

DOCKET NO. 174

Number	Term	Year
87	May	1961

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County National Bank at Clearfield

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**Versus**

John F. Kerin

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Faye N. Kerin

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THE COUNTY NATIONAL BANK AT

In the Court of Common Pleas

CLEARFIELD

of

CLEARFIELD

County,

vs.

of

May

Term, 1961

JOHN F. KERIN and FAYE N.

No.

D. S. B.

KERIN, his wife

State of Pennsylvania,

County of

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 Defendants, bearing date the 20th day of January A. D. 1959, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Two Hundred seventy-seven and 67/100 (\$277.67) Dollars, for value received, with interest from January 20, 1959 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 them and in favor of said Plaintiff for the said sum of Two Hundred seventy-seven and 67/100 (\$277.67) Dollars with interest from January 20, 1959 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers as contained in said contract

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants, to the said Plaintiff, to wit: The sum of \$ 277.67) Attorneys' Commission 10% 27.76 Interest from January 20, 1959

SMITH, SMITH & WORK

BY: *W. U. Smith*  
Attorney for Plaintiff

State of Pennsylvania,

County of CLEARFIELD

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, attorneys to appear for the Defendants in the stated action without writ, as of Term, 1961, and therein confess judgment against them and in favor of The County National Bank at Clearfield the Plaintiff, for sum of Two Hundred seventy-seven and 67/100 (\$277.67) Dollars, with interest from January 20, 1959 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon together with all waivers

SMITH, SMITH & WORK

BY: *W. U. Smith*  
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 Clearfield, Pennsylvania

SMITH SMITH & WORK  
BY: *[Signature]*  
Attorneys for Plaintiff

I hereby certify the exact amount due is as follows:

Debt \$108.15

Interest from January 20, 1959

Attorneys Commission 10% 27.76

D.S.B.

Note of Warrant of Attorney

JOHN F. KERIN and FAYE N. KERIN

THE COUNTY NATIONAL BANK AT CLEARFIELD

Court of Common Pleas of CLEARFIELD County  
No. 87  
Term 19

FILED  
MAY 15 1961  
WM. T. HAGERSTOWN  
SMITH SMITH & WORK  
Attorney for Plaintiff

Debt \$277.67  
Interest 1-1-59

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE COUNTY NATIONAL BANK  
AT CLEARFIELD, Plaintiff

VS.

No.

Term, 1961

JOHN F. KERIN and FAYE N.  
KERIN, his wife, Defendants

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD :

F. B. LANSBERRY being duly sworn according to law, deposes  
and says as follows:

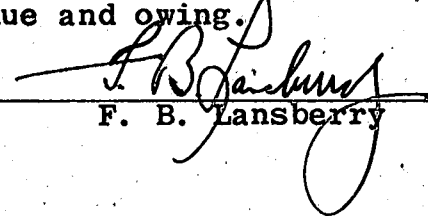
(1). That he is Vice President and Cashier of The County  
National Bank at Clearfield, and as such he is authorized to make  
this Affidavit.

(2). That the above named defendants, John F. Kerin and  
Faye N. Kerin, his wife, are indebted to The County National Bank  
at Clearfield, in the sum of Two Hundred Seventy-seven and 67/100  
(\$277.67) Dollars, with in terest from January 20, 1959, costs  
of suit, and attorneys commission of ten (10%) per cent., or  
Twenty-seven and 76/100 (\$27.76) Dollars for collection.

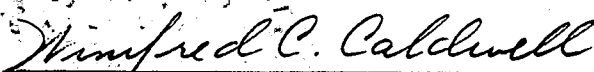
(3). That said obligation is past due and in default, and  
there remains a balance due thereon in the amount of One Hundred  
Eight and 15/100 (\$108.15) Dollars.

(4). That the debtors have been requested, both orally and  
in writing to pay said obligation and clear up the default, but  
they have failed and neglected to do so, and as a result of said  
defaults, all of said obligation has become due and payable.

(5). Said defendants have no defense to said obligation,  
the same is past due and justly due and owing.

  
F. B. Lansberry

Subscribed and sworn to  
before me this 15th day  
of May, 1961.



NOTARY PUBLIC

My Commission Expires January 7, 1963  
Clearfield, Pa. Clearfield County.

170 D.P.C.

JAN 20 1959

Clearfield, Pa.,

19

No. 0-411

THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

For Value Received

I/We promise to pay to the order of

the sum of

Two hundred seventy-seven

67

\$

277 <sup>67</sup>/<sub>100</sub>

67 Dollars

without defalcation, with interest at the rate of 6% per annum from maturity, said principal sum to be payable in 18 equal monthly installments of \$ 17-15-44 beginning on the

5th day of March 1959

In case said installments, or any of them, are not paid within 15 days after the same become due, the whole of said principal sum shall forthwith become due and payable at the option of the holder of this note.

In event that I/We shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, I/We promise to pay a "late charge" of five cents (5) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

I/We hereby expressly waive inquisition, stay of execution and the benefit of all exemption laws, and I/We further empower the holder or any attorney of any Court of Record within the United States to appear for me/us and confess judgment against me/us for the above sum, with above waivers, costs of suits; release of errors and with ten per cent Attorney's Commission.

Payable at the County National Bank at Clearfield, Pa.

Credit or Cash 252.00

Credit Life Ins. 1.98

Proceed 253.98

Disc. 23.69

Face 277.67

N-12

507 1/2 E 5th St.

Address

Clearfield, Pa.

Address

Faye N. Kerin



DUE

John F. Kerin



8.5.60

John F. and Faye N. Kerin

For value received I/We hereby assign the within note  
to The County National Bank At Clearfield and guar-  
antee payment thereof in accordance with its terms.



PAID TO ORDER OF THE BANK OF AMERICA



PAID TO ORDER OF THE BANK OF AMERICA

11-411

REFINANCED

1791

5 1/4 of each month

Clearfield, Pa., JUN 13 1959

19

No. 0-208

For Value Received I/We promise to pay to the order of

THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

the sum of

Three hundred forty one

56 Dollars

\$ 341.56

without defalcation, with interest at the rate of 6% per annum from maturity, said principal sum to be payable in 18 equal monthly installments of \$ 18.98 beginning on the

5th

day of

August

19 58

18.90

In case said installments, or any of them, are not paid within 15 days after the same become due, the whole of said principal sum shall forthwith become due and payable at the option of the holder of this note.

In event that I/We shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, I/We promise to pay a "late charge" of five cents (5) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

I/We hereby expressly waive inquisition, stay of execution and the benefit of all exemption laws, and I/We further empower the holder or any attorney of any Court of Record within the United States to appear for me/us and confess judgment against me/us for the above sum, with above waivers, costs of suits; release of errors and with ten per cent Attorney's Commission.

Payable at the County National Bank at Clearfield, Pa.

Credit or Cash 310.00

Credit Life Ins. 243

Proceed 312.43

Disc. 29.13

Face 341.56

N-12

507 1/2 5th St.

Address

CLEARFIELD, PA.

Address

J. F. Kerin

X J. F. Kerin



DUE

1-5-60

For value received I/ We hereby assign the within note  
to The County National Bank At Clearfield and guar-  
antee payment thereof in accordance with its terms.





927.95-10,127.02

REFINANCED

Clearfield, Pa., Aug-13-77 1957 No. 3117

For Value Received I/We promise to pay to the order of

THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

the sum of

Three hundred fifty five 89/100 Dollars \$ 355.89

without defalcation, with interest at the rate of 6% per annum from maturity, said principal sum to be payable in 18 equal monthly installments of \$ 19.77 beginning on the 3rd day of Sept 1957.

In case said installments, or any of them, are not paid within 15 days after the same become due, the whole of said principal sum shall forthwith become due and payable at the option of the holder of this note.

In event that I/We shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, I/We promise to pay a "late charge" of five cents (5) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

I/We hereby expressly waive inquisition, stay of execution and the benefit of all exemption laws, and I/We further empower the holder or any attorney of any Court of Record within the United States to appear for me/us and confess judgment against me/us for the above sum, with above waivers, costs of suits; release of errors and with ten per cent Attorney's Commission.

Payable at the County National Bank at Clearfield, Pa.

Credit or Cash 323.00  
Credit Life Ins. 253  
Proceed 325.53  
Disc. 30.36  
Face 355.89  
N-12

307 2 st. N.  
Address  
Clearfield, Pa.  
Address

John P. Kerin  
Ray W. Kerin



DUE

For value received I/ We hereby assign the within note  
to The County National Bank At Clearfield and guar-  
antee payment thereof in accordance with its terms.

