

DOCKET NO. 174

Number      Term      Year

94      September      1961

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Capital Consumer Discount Company

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Versus

Ray C. Kougher

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Elizabeth Kougher

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ACCOUNT NUMBER <b>4-1440</b>	NAME AND ADDRESS <b>KOUGHER, Ray C. and Elizabeth</b>	PHONE: <b>583-3651</b>
PROPERTY INS. EXPIRES <b>none</b>		DATE WILL PAY <b>15th</b>
<b>\$ 1,905.00</b>		
TOTAL AMOUNT OF CONTRACT PAYABLE IN <b>36</b> PAYMENTS (EXCEPT FINAL)* CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING <b>Oct 15 61</b> EACH <b>53.00</b> month <b>3</b>		FREQUENCY
DISCOUNT <b>30</b> FOR <b>15.00</b> MONTHS	DATE OF NOTE <b>Sept 15, 61</b>	SIZE CODE <b>16</b> NET PROCEEDS OF <b>1,549.56</b> FINAL PAYMENT <b>\$ 53.00</b> DUE <b>Sept 15, 61</b>
SERVICE CHARGES <b>\$ 0.00</b>		

\*The last payment shall include any unpaid principal, discount and charges accrued on the date due.

An additional charge will be made for any extension, deferment or default of any payment of the contract or installment, at the rate of 1½% per month on the amount extended, deferred or in arrears, the minimum charge for any extension, deferment or default being 25¢.

If the contract is in default, attorney's fees of fifteen per cent of the total amount, including charges and interest, unpaid on this instrument and court costs incurred in its collection will be charged.

Failure to pay any installment when due, shall cause the Total Amount of Contract, with accrued charges, to become immediately due and payable, at the option of the holder, without notice.

We jointly and severally promise to pay to the order of the above named payee at its above address the aforesigned Total Amount of Contract on the terms and conditions herein set out, hereby waiving for ourselves and families all benefits of all valuation, appraisement, exemption and homestead laws and rights.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party, hereby jointly and severally waive presentment, notice of dishonor and protest and diligence in bringing suit against any such party, and agree that discharge or release of or agreement not to sue any party or renunciation of rights against any party shall not discharge any other party in any manner, and agree that none of the following, done at any time or any number of times, with or without notice, shall discharge this note or any party in any manner; extending any time of payment; postponing the holder's right to enforce this note; taking a new note or obligation for or in connection with this note; reducing any sum payable hereunder; changing any time of payment, any place of payment, the number of the parties or the relations of the parties; detaching this note from any matter, written or otherwise, related to it; surrendering, releasing, not enforcing, or suspending the enforcement of any security, wilfully, negligently, unjustifiably, or otherwise; and, further, jointly and severally authorize irrevocably any attorney of any court of record of Pennsylvania or elsewhere, or the Prothonotary or Clerk thereof, at any time, whether there is default or not, to appear for them, or any of them, and waive the issuing and service of process and confess judgment against them, or any of them, in favor of the holder hereof for the total amount, including charges, unpaid on this note, and for costs of suit, with or without declaration, waive and release all errors, stays of execution, exemptions, inquisitions, appraisements, voluntarily condemn real estate, and authorize the Prothonotary, or Clerk, to enter upon the fi. fa. the voluntary condemnation, and agree that the estate, or estates, may be sold on a fi. fa. and that judgment may be entered against them; or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office. Further, all such parties themselves hereby jointly and severally waive all stays of execution, exemptions, inquisitions, appraisements, and voluntarily condemn their, or his, estates and authorize the Prothonotary, or Clerk, to enter upon the fi. fa. their, or his, voluntary condemnation and agree that their, or his, estates may be sold on a fi. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office; and waive all rights of appeal.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety or other party hereby jointly and severally authorize any such party to act as the agent of all or any of them, and the acts of any such party in all dealings with the holder relating to this note are hereby ratified and confirmed and notice is hereby waived.

Any judgment entered hereon or on any prior note for which this note is in whole or in part mediately or immediately a renewal shall be security for the payment hereof and of any future note which is in whole or in part mediately or immediately a renewal hereof.

Witness our hands and seals, we intend to be legally bound on this note.

Witnessed:

*Ray C. Kougher*

*Elizabeth Kougher*

*Ray C. Kougher* (SEAL)  
*Elizabeth Kougher* (SEAL)

(SEAL)

(SEAL)

## NOTE

CAPITAL CONSUMER DISCOUNT COMPANY  
PAYEE

10 E. Long Avenue

DuBois

, PENNSYLVANIA

No. \_\_\_\_\_ Term, 19\_\_\_\_

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

CAPITAL CONSUMER DISCOUNT COMPANY  
10 E. Long Avenue  
DuBois, Pennsylvania

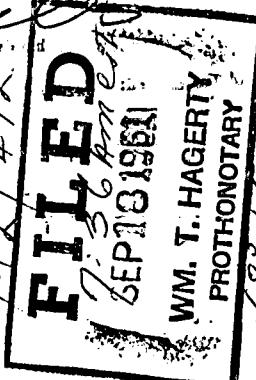
and that the correct name and the last known address of the Defendant is:

Ray C. Kougher and Elizabeth Kougher  
Luthersburg, Box 114, Clearfield County ,  
Pennsylvania

CAPITAL CONSUMER DISCOUNT COMPANY  
DuBois, Penna PLAINTIFF

BY

MANAGER



94 Sept 1961

# STATEMENT OF JUDGMENT

Docket No. 174.....

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

✓ Capital Consumer Discount Company .....

No. 94 ..... TERM September 19 61 .....

Penal Debt .....	\$ .....
Real Debt .....	\$ 1908.00
Atty's Com. .....	15% .....
Int. from .....	September 15, 1961 ..
Entry & Tax .....	By. Plff... \$ 4.50 ..
Att'y Docket .....	\$ .....
Satisfaction Fee .....	\$ 1.50 <del>XXX</del>
Assignment Fee .....	1.00
Instrument .....	D. S. B. ....
Date of Same .....	September 15 19 61
Date Due .....	In Installments 19....
Expires .....	September 18 19 66

VERSUS

✓ 44  
Ray C. Kougher .....

✓ 34  
Elizabeth Kougher .....

Entered of Record 18 th day of September 1961 7:36 AM EST  
Certified from Record 18th day of September 1961

*Wm. O. Magerty*  
Prothonotary

**SIGN THIS BLANK FOR SATISFACTION**

Received on ..... 8 - 31 - ..... 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

*Franklin C. Jones*  
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.

.....  
Witness

