

DOCKET NO. 175

Number	Term	Year
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118	November	1961
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Community Bank of Port Matilda

Versus

Roy T. Frank

June H. Frank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE COMMUNITY BANK OF PORT
MATILDA, PENNSYLVANIA,
Plaintiff

vs.

JUNE H. FRANK and ROY T.
FRANK, Her Husband,
Defendants

No. 118, Nov. Term, 1961

TO THE PROTHONOTARY OF THE SAID COURT:

AND, NOW, THIS Twenty-first day of November, 1961,
enter judgment in favor of the Plaintiff and against the Defendants
by confession on the annexed judgment note, with costs of suit,
15 per cent attorney's commission, release of errors, waiver of
exemption and without stay of execution. Assess Plaintiff's
damages according to law as indicated below.

BAIRD & McCAMLEY

By William F. White
Attorneys for Plaintiff

PLAINTIFF'S DAMAGES

Original amount of note-----\$2000.00

Balance due on principal-----\$2000.00
Attorney's commission-----\$ 300.00

Plaintiff's Address: Port Matilda, Pennsylvania

Defendant's Address: Morrisdale, Pennsylvania

to pay

THE COMMUNITY BANK OF PORT MATILDA, PA. or Bearer,
Dollars

with interest at the COMMUNITY BANK, without defalcation or stay of execution and do hereby confess judgment for the above sum with costs and 15 per cent. added as attorney's commission for collection, waiving the benefit of all law exempting property from levy and sale on execution, and the right of injunction on real estate, release of errors and agree that any and all real estate of the maker or makers hereof may be sold on the fieri facias. Having deposited with said bank the following property as collateral security for the payment of this note and also as collateral security for all other present or future demands of any and all kinds, of the holder hereof against the undersigned, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not due, to wit:

Entered of Judgment Record
Mortgage

Mortgage _____

And authorizes the holder hereof, if it so desires, to call for additional security and on or of the terms hereof, its obligation shall be deemed to be due and payable without demand or notice, with full power and authority to the said holder to sell, assign, and deliver the whole or any part of said security or property, any substitute therefor, or any addition thereto, at any time or place, public or private sale, at the option of the holder aforesaid, without demand, notice, advertisement or notice, with the right to the said holder of becoming the purchaser at said sale and absolute owner thereof, free of all claims and trusts. After paying all legal or other costs and expenses of collection, storage, custody, sale and delivery, the residue of the proceeds of any such sale or sales to be applied to the payment of any or all of the liabilities, aforesaid, due or to become due said holder, returning the overplus, if any, to the undersigned; and in case of any deficiency holding me responsible therefor.

5M 1 60 SMITH PRINTING CO. WILLIAMSPORT, PA. 331825

(SEAL) _____
(SEAL) _____
(SEAL) _____
No. _____
Due _____

For Value Received hereby guarantee the payment of the within note at maturity or thereafter to the **Community Bank of Port Matilda**, or bearer, and I hereby confess judgment for the same, with the same right to collect from me or us as the holders would have against the maker or makers thereof, waiving the stay, exemption and inquisition laws of Pennsylvania.

Date _____

(SEAL)

(SEAL)

(SEAL)

(SEAL)

BAIRD & McCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PA.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

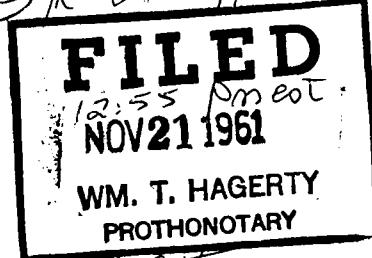
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PRAECIPE



F. Atty
BAIRD & McCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA