

DOCKET NO. 175

Number Term Year

118 November 1961

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 E. Miller
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

Port Matilda, Pa. Nov 20 1961
months after date, for value received _____ promise
THE COMMUNITY BANK OF PORT MATILDA, PA. or Bearer,
Two thousand and 00/100 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 laws exempting property from levy and sale on execution, and the right of inquiry 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 first bid, having deposited with said bank the following property as collateral security for the payment of the above sum and also collateral security for all interest thereon, including 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:

Life Insurance _____

Collateral as Listed _____

Entered of Judgment Record _____

Mortgage _____

And terms hereof, this 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, at public or private sale, at the option of the holder aforesaid, without demand, 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 liens, after the expiration of the term of the said security, and to become due said holder, returning the surplus, if any, to the undersigned, and in case of any deficiency holding me responsible herefor.

SMITH & SONS PRINTING CO. WILLIAMSPORT, PA. 331825

Mr. June R. Frank (SEAL) No. _____
Wm. T. Frank (SEAL) Due _____
(SEAL)

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

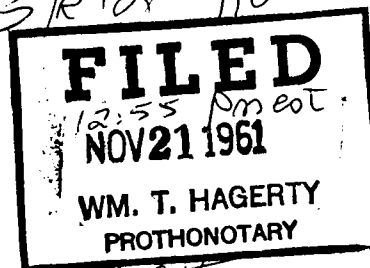
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Plaintiff

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PRAECIPE



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