

DOCKET NO. 173

| Number | Term | Year |
|--------|------|------|
|--------|------|------|

|     |          |      |
|-----|----------|------|
| 123 | February | 1961 |
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St. Marys Savings & Loan Assoc.

Versus

Julia M. Palmer

Phylliss M. Palmer

# STATEMENT OF JUDGMENT

Docket No. 173 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

✓ St. Marys Savings & Loan Assoc.

No. 123 TERM February 19 61

Penal Debt \$ 14,000.00

Real Debt \$ 6,937.56

Atty's Com. \$ 693.75

Int. from February 20, 1961

Entry & Tax By Atty. \$ 3.50

Atty Docket \$ 3.00

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument DSB on Mtg. Bond

Date of Same November 14 19 57

Date Due In Installments 19

Expires February 22 19 66

Entered of Record 22nd day of February 19 61 11:17 AM EST

Certified from Record 22nd day of February 19 61

*Wm. J. Hargerty*  
Prothonotary

VERSUS

✓ <sup>51</sup> Julia M. Palmer

✓ <sup>71</sup> Phylliss M. Palmer

**SIGN THIS BLANK FOR SATISFACTION**

Received on ..... **September 17,** ....., 19<sup>**62**</sup>..., of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-  
tary is authorized to enter Satisfaction on the same.

**St. Mary's Savings & Loan Association,**

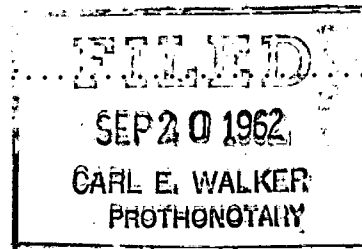
*Edw. G. Porter* .....  
Witness

*Robert D. Bauer* .....  
**Secretary-Treasurer** Plaintiff

**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



*R/c*

*1.50 per*

In the Court of Common Pleas of the County of CLEARFIELD

ST. MARYS SAVINGS & LOAN  
ASSOCIATION,

VERSUS

JULIA M. PALMER and PHYLISS  
M. PALMER, Both Unmarried,

Of Feb Term, 19<sup>61</sup>

No. 123

**Statement and Confession**

CLEARFIELD

COUNTY, SS.

The Plaintiff's claim in this case is founded on a writing obligatory, to wit: a mortgage bond  
dated the 14th day of November A. D. 19<sup>57</sup>, by  
which the Defendant s, Julia M. Palmer and Phyliss M. Palmer, both unmarried,  
are held and firmly bound unto the plaintiff in the sum of \$14,000.00,  
on condition that they pay to the plaintiff the sum of \$7,000.00 in  
~~promises to pay to~~ installments as set forth in the bond.

And which said writing obligatory contained a Power of Attorney, authorizing any Attorney of any  
Court of Record of Pennsylvania or elsewhere  
to appear therein for said Defendant and confess judgment in favor of the Plaintiff for the said sum,  
with costs of suit, release of errors, with ten per cent, added for Attorney's commission and  
with waivers of exemption, inquisition, stay of execution, etc., which bond  
and power of attorney are hereunto attached and made a part hereof.

We certify the above to be a true statement of the Plaintiff's claim and that the same  
remains unpaid to the best of our knowledge Witness our hands this 21st  
day of February A. D. 19<sup>61</sup>.

|                              |    |           |
|------------------------------|----|-----------|
| Penal Sum of Bond            | \$ | 14,000.00 |
| Amount Due on Bond           | \$ | 6,937.56  |
| Note                         | \$ |           |
| Interest from                | \$ |           |
| Commission ( <u>10</u> %)    | \$ | 693.75    |
| Real Debt                    | \$ | 7631.31   |
| Interest from <u>2/20/61</u> | \$ |           |

Dan P. Arnold  
Dan P. Arnold

DRISCOLL, GREGORY & COPPOLO

By [Signature]  
Attorneys for Plaintiff

No. .... Term, 19.....

VERSUS

D. S. B.

STATEMENT AND CONFESSION

ON JUDGMENT.....

Filed and Entered.....19.....

Prothonotary

DRISCOLL, GREGORY & COPPOLO  
Attorneys at Law  
ST. MARYS, PA.

Attorneys for Plaintiff

By .....

DRISCOLL, GREGORY & COPPOLO,

Dubois, Pennsylvania.

We hereby certify the last known address of the defendant to be.....

Attorneys for the Judgment Creditor

By .....

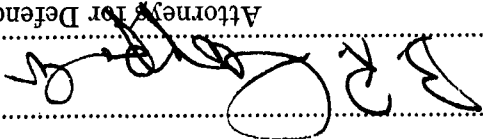
DRISCOLL, GREGORY & COPPOLO,

Dan P. Arnold

St. Marys, Pennsylvania,

We ~~xxx~~ certify the precise residence address of the judgment creditor to be: ~~xxxxxx~~ follows:-

Attorneys for Defendant



costs of suit, interest and release of errors, hereby waiving inquisition, exemption, stay of execution, etc., as fully as in said Power of Attorney authorized, being the ~~xxxxxx~~ sum of ~~xxxxxx~~ dollars and ~~xxxxxx~~ cents, with which said writing obligatory was given, with ~~xxxxxx~~ percent added for collection, according to the usual custom of the place.

BY VIRTUE of the Power of Attorney above recited, I do hereby appear for the said Defendant and confess Judgment in favor of the Plaintiff for the sum of ~~xxxxxx~~ FOURTEEN THOUSAND ~~xxxxxx~~ dollars and ~~xxxxxx~~ cents, with

# Know all Men by these Presents:

WE, JULIA M. PALMER and PHYLISS M. PALMER, both unmarried,  
That \_\_\_\_\_

\_\_\_\_\_ of the City \_\_\_\_\_ of DuBois \_\_\_\_\_ Clearfield County  
Pennsylvania, are \_\_\_\_\_ held and firmly bound unto the

## St. Marys Savings and Loan Association

a corporation organized under the laws of the Commonwealth of Pennsylvania, having its offices in the Borough of  
St. Marys, Elk County, Pennsylvania, or to its assigns in the sum of FOURTEEN THOUSAND - - - -  
DOLLARS, (\$ 14,000.00), lawful money of the United States of America, to be paid to the said St. Marys  
Savings and Loan Association, or its assigns. To which payment, well and truly to be made and done, we  
do bind ourselves, our heirs, executors and administrators, and every one of them,  
firmly by these presents.

SEALED with our seal. S. Dated the Fourteenth day of  
November 57. A. D. 19\_\_\_\_\_

THE CONDITION OF SAID OBLIGATION IS SUCH, that if the said Obligor<sup>S</sup>, their heirs,  
executors or administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said  
Obligee, its certain attorney, successors or assigns, the principal sum of SEVEN THOUSAND - - - -  
- - - - DOLLARS, (\$ 7000.00), and any future advances made to the Obligor<sup>S</sup>, or for  
the protection of the mortgage security, like lawful money as aforesaid, together with interest thereon at the rate  
of six per centum per annum, in monthly installments of SEVENTY - - - -  
- - - - DOLLARS, (\$ 70.00) per month, on or be-  
fore the fourth Monday of each and every month hereafter, inclusive of the current month; said monthly installments  
being the monthly interest and dues on one Direct Reduction Loan Share of the Stock of said Obligee issued to said  
Obligor<sup>S</sup> (which is hereby transferred and pledged to Obligee as security for this obligation,) which monthly in-  
stallments the Obligor<sup>S</sup> hereby agree shall apply first to the interest, and any balance thereof shall be applied to  
the principal of said debt, and any future advances made to the Obligor<sup>S</sup>, or for the protection of the mortgage  
security; Provided, that said monthly dues and interest shall not be lessened or diminished until said debt, and any  
future advances made to the Obligor<sup>S</sup>, or for the protection of the mortgage security, have been paid in full, but  
said dues shall become automatically increased by the amount of the reduction of interest when the dues have been  
so credited to the principal of the loan, and any future advances made to the Obligor<sup>S</sup>, or for the protection of the  
mortgage security, so that the total of each monthly installment of dues and interest shall remain the same until the  
loan, or said principal sum, and any future advances made to the Obligor<sup>S</sup>, or for the protection of the mortgage secur-  
ity, have been paid in full; and provided further that said Obligor<sup>S</sup> as such holder<sup>S</sup> of said share of stock shall not  
participate in any profits nor be subject to any losses of said Obligee.

The Obligor S shall have the right to anticipate and liquidate the indebtedness hereby created and any future advances made to the Obligor S or for the protection of the mortgage security, at any sooner time than here-  
S in provided without any penalty imposed upon the Obligor.

And also, except when taxes are paid to the Obligor in monthly installments, from time to time, and at all times, until payment of the said principal sum and any future advances made to the Obligor S or for the protection of the mortgage security, be made as aforesaid, pay all taxes and water rents, and produce to the Obligor, its successors or assigns, on or before the first day of each and every year, receipts for all taxes and water rents of the current year assessed upon the premises described in the Mortgage accompanying this Bond or Obligation, and keep the buildings therein mentioned insured against loss or damage by fire for the benefit of the Mortgagee, in some good and reliable insurance company or companies, acceptable to the Mortgagee, to the amount of at least SEVEN THOUSAND (\$ 7000.00), and take no insurance out on said buildings not marked for the benefit of the Mortgagee as aforesaid, then the above obligation to be void or else to be and remain in full force and virtue.

And further condition is such that if at any time default shall be made in the payment of the said monthly installments and the total arrearages are equivalent to four contracted monthly installment payments, or if a breach of any of the other foregoing conditions be made by the said Obligor S, their heirs, executors, administrators or assigns, then in such case, or either of such cases, the said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security, or so much thereof as shall remain unpaid, shall, at the option of the said Obligor, its successors or assigns, become due and payment of the same and all accrued interest thereon, taxes, water rents and costs of insurance as aforesaid, together with an attorney's commission of ten per cent. on the amount due on principal and any future advances made to the Obligor S or for the protection of the mortgage security, and interest, besides cost of suit, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

AND the said Obligor S do hereby agree that all dues heretofore paid or hereafter to be paid by them on the said stock shall be taken and considered as payments on and in liquidation of the said principal sum, and any future advances made to the Obligor S or for the protection of the mortgage security. AND ALSO, that, in case of loss or damage to any building or buildings on the premises described in the Mortgage accompanying this Bond or Obligation the said Obligor shall at all times be entitled to receive first from the Insurance Company all or such portion of the proceeds of any policy or policies of insurance covering said building or buildings at the time of said loss or damage, not in excess of the amount of its claim, whether the said monthly installments of dues and interest, or the said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security, or either, or both, be presently due and payable or not, and may, at its option either apply said proceeds so received on account of the said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security, or permit the same to be used to repair or restore said building or buildings.

AND FURTHER, we, the said Obligor<sup>S</sup>, do hereby authorize and empower T. G. Gregory, or any attorney of any court of record of the Commonwealth of Pennsylvania, or elsewhere, to appear for us, and with or without a declaration filed in our name<sup>S</sup>, to confess a judgment or judgments in favor of the above mentioned Obligee, its successors or assigns, as of any term, and against us for the penal sum above mentioned with costs of suit, with a full release of all errors, and without stay of execution after any default as aforesaid. And we also waive the right of inquisition upon any real estate which may be levied upon to collect the said sum, and we do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the Fieri Facias, our said voluntary condemnation; and we further agree that said real estate may be sold upon a Fieri Facias. And the said Obligor<sup>S</sup> do hereby waive and release to the said Obligee, its successors and assigns, the benefit and advantage of all laws now in force, or that may be passed exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of said judgment.

Signed, Sealed and Delivered

in the presence of:

*W. J. J. Edgar* }

*Mrs. J. M. Palmer* (SEAL)  
*Charles M. Palmer* (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

# Bond

JULIA M. PALMER and PHYLISS

M. PALMER, Both Unmarried,

To

St. Marys

Savings and Loan

Association

Real Debt, - \$ 7000.00

|                             |   |                              |
|-----------------------------|---|------------------------------|
| ST. MARYS SAVINGS & LOAN    | : | IN THE COURT OF COMMON PLEAS |
| ASSOCIATION.                | : | OF CLEARFIELD COUNTY, PA.    |
|                             | : |                              |
| VS.                         | : |                              |
|                             | : |                              |
| JULIA M. PALMER and PHYLISS | : |                              |
| M. PALMER, Both Unmarried.  | : | NO. _____ TERM, 196          |

AVERMENT OF DEFAULT

TO THE PROTHONOTARY OF THE COURT OF COMMON PLEAS FOR THE COUNTY OF CLEARFIELD,

AND NOW, to-wit, on the 21ST day of February, 1961, comes Dan P. Arnold, Esq., and Alvin B. Coppolo, Esq., attorneys for the plaintiffs, and aver:-

1. That the said defendants, Julia M. Palmer and Phyliss M. Palmer, both unmarried, have made default in the terms of the bond and accompanying mortgage given by them upon which judgment has been entered under the above term and number by virtue of the warrant of attorney annexed thereto. Said bond and mortgage were secured upon premises situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, BEING the same land which Chester W. Rafferty and Myrtle W. Rafferty, Husband and Wife, conveyed to Julia M. Palmer and Phyliss M. Palmer by deed dated June 4, 1954, and recorded in the Recorder of Deeds' Office of Clearfield County, Pennsylvania, and upon premises situate, lying and being part in the City of DuBois and part in the Township of Sandy, Clearfield County, Pennsylvania, BEING the same land which Helen I. Gaffney, widow, et al, conveyed to Phyliss M. Palmer

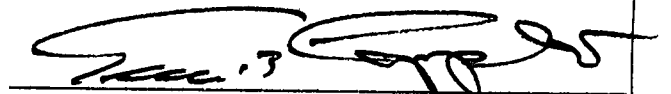
by deed dated October 21, 1952, and recorded in the Recorder of Deeds' Office of Clearfield County, Pennsylvania.

2. That default has been made by the defendants in the payment of monthly installments and the total arrearages are equivalent to more than four contracted monthly installment payments, according to the terms and conditions recited in said bond and accompanying mortgage; whereby the whole principal debt secured thereby has become due, payable and recoverable, immediately with interest, together with an attorney's commission for collection, to-wit:- 10% which is also hereby claimed.

3. That said bond accompanied a mortgage given and executed by the said Julia M. Palmer and Phyliss M. Palmer, both unmarried, to said St. Marys Savings & Loan Association, bearing date the 14th day of November, 1957, and recorded in the Recorder of Deeds' Office of Clearfield County, Pa., in Mortgage Book 177 at page 593, mortgaging the premises therein described, to secure the payment of said bond for the penal sum of \$14,000.00, conditioned for the payment of \$7000, with interest thereon at the rate of 6% per annum.

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Dan P. Arnold



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Alvin B. Coppolo  
Attorneys for Plaintiff.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 123 Feb., 1961.

ST. MARYS SAVINGS & LOAN  
ASSOCIATION,

51 VS. 71  
JULIA M. PALMER and PHYLISS  
M. PALMER, Both Unmarried

D.S.B. on MORTGAGE BOND  
and AVERMENT OF DEFAULT

187 213  
11:17 AM 1961  
JAMES S. MAGERTY  
PROSECUTOR  
3<sup>50</sup> atty

DAN P. ARNOLD, Esq.,  
CLEARFIELD, Pennsylvania

DRISCOLL, GREGORY & COPPOLO  
ATTORNEYS AT LAW  
ST. MARYS, PA.