

**DOCKET NO.** 173

<b>Number</b>	<b>Term</b>	<b>Year</b>
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<u>135</u>	<u>February</u>	<u>1961</u>
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Punxsutawney National Bank

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**Versus**

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Blair D. Gearhart

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Mary G. Gearhart

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**SIGN THIS BLANK FOR SATISFACTION**

Received on ..... March 19 ..... 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

PUNXSUTAWNEY NATIONAL BANK

*John S. Schell* Vice Pres. Plaintiff

*J. P. Enny* Cashier

*John S. Schell* Witness

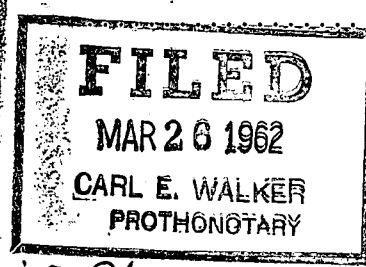
**SIGN THIS BLANK FOR ASSIGNMENT**

Now, ..... 19....., for value received ..... hereby assign, transfer and set over to ..... Address Assignee

of .....

above Judgment, Debt, Interest and Costs without recourse.

..... Witness



# STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Punxsutawney National Bank

No.	No.	TERM	February 19 61
Penal Debt			\$ .....
Real Debt			\$ 3948.60
Atty's Com.			\$ 394.86
Int. from		February 20, 1966	.....
Entry & Tax		By Plaintiff	\$ .350.
Atty Docket			\$ .00
Satisfaction Fee			1.00
Assignment Fee		D. S. B.	1.00
Instrument			.....
Date of Same		February 17 19 61	.....
Date Due		In Instruments	19 61
Expires		February 23	19 66
Entered of Record	23rd	day of	February 19 61
Certified from Record	23rd	day of	February 19 61

10:17 AM EST

*John J. Maguire*  
Prothonotary

# NOTE

## SMALL LOAN DEPARTMENT PUNXSUTAWNEY NATIONAL BANK

**\$3948.60**

**No. 20-771**

**PUNXSUTAWNEY, PA. Feb 17 1961**

For value received, we, the undersigned, jointly and severally, promise to pay to the order of PUNXSUTAWNEY NATIONAL BANK (hereinafter called the "bank"), at its Banking House in the Borough of Punxsutawney, Pa., the sum of **Three thousand nine hundred forty - eight, and 60/100** consecutive monthly installments of principal and interest commencing on **March 20, 1956** and continuing on the same day of each and every month thereafter until the full amount hereof is paid. Each installment shall be in the amount of **\$65.81** except the final installment which shall be

**\$.....** Any amount unpaid on the due date of the last installment shall bear interest at the rate of 6% per annum until paid.

As often as the making of any such payment shall be delayed beyond the payment date herein agreed upon, the undersigned jointly and severally promises to pay to the holder hereof at the time of making such delayed payment and on or before the next payment date, a delinquency charge of five (5c) cents for each dollar of each delayed payment more than fifteen (15) days in arrears; provided, however, that the total of such delinquency charges shall not exceed fifteen (\$15) dollars and that only one such delinquency charge shall be made on any one delayed payment; and the undersigned, jointly and severally, further promise to repay the Bank immediately upon demand by the Bank therefor (a) any premium or premiums paid by the Bank for insurance upon any chattel or chattels leased by the Bank to the Borrower or upon which the Bank holds a chattel mortgage; (b) any amount necessary to reimburse the Bank for fees paid to any public officer for filing, recording or releasing any instrument or lien pertaining to such leased or mortgaged chattel or chattels.

Upon failure to make any payment or repayment as hereinabove agreed, or upon failure of the Borrower to secure and maintain the insurance aforesaid, or upon the death of the Borrower, or in case of the insolvency, bankruptcy or failure in business of any of the undersigned, this note shall, at the option of its holder, become immediately due and payable, without demand or notice. We hereby agree to be and remain jointly and severally liable for any indebtedness represented by this note in excess of the amount then paid. We each waive notice of dishonor in event of this note maturing and being unpaid in whole or in part.

And further, the undersigned or either or any of them does hereby jointly and severally empower any attorney of any court of record within the United States or elsewhere to appear for me, us, or either of us, and with or without direction filed, to file a judgment in favor of the above payee or any holder hereof against me, us, or either of us, as of any term, for the above sum with costs of suit and attorney's commission of ten percent for collection; with release of all errors and without stay of execution and injunction and execution upon any property is also hereby expressly waived and condemnation agreed to; and the exemption of all property from levy and sale on any execution hereon is also hereby expressly waived. We expressly covenant that no benefit of exemption under or by virtue of any exemption law now in force, or which may be hereafter passed by any State or Nation, shall be claimed by us or by any of us.

ADDRESSES: (give complete address)

**R. D. #1**

**Mahaffey, Pa.  
Clearfield County--Bell Twp.**

FORM 5L-2 10M 5-57

SIGNATURES: (write in full)

1. Borrower *R. D. #1* *R. D. #1* (Seal)

2. Borrower *Mary G. Cleaveland* (Seal)

3. Co-Maker *Mary G. Cleaveland* (Seal)

4. Co-Maker *Mary G. Cleaveland* (Seal)

For a valuable consideration I do hereby guarantee the payment of the within note to the lawful holder thereof according to the terms and tenure thereof, waiving presentment, demand for payment, protest and notice of protest and I do hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time to the maker without notice to and without releasing me from liability hereunder.

And I/we do further agree that if at any time default shall be made in the payment of all of the obligation evidenced by the within note or of any installment thereof that in such event I/we shall then be liable for the payment to Punxsutawney National Bank, Punxsutawney, Pennsylvania, of the entire amount of such obligation evidenced by the within note or of any part thereof that is unpaid at that time without recourse to the signer or signers of the within note.

And I do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for me and confess judgment against me at any time for the within sum with costs of suit, release of errors, without stay of execution and with ten percent added for attorney's fees for collection; and for value received do also waive the right and benefit of any law of this or any other state exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell same on affidavit, with release of errors thereon, and agree that judgment may be entered against me in the prothonotary's office by filing a true copy of the within note and endorsement and further agree that the above provisions shall bind me whether I appear as first or subsequent guarantor.

(SEAL)

(SEAL)

(SEAL)

JOHN E. FORD, JR.  
JOHN E. FORD, JR.  
JOHN E. FORD, JR.  
JOHN E. FORD, JR.

JOHN E. FORD, JR.

JOHN E. FORD, JR.

JOHN E. FORD, JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PUNXSUTAWNEY NATIONAL BANK,  
Plaintiff,

v.

BLAIR D. GEARHART,  
MARY G. GEARHART,  
Defendants.

No. 135 *Sub*  
November Term 1960

STATEMENT AND CONFESSION OF JUDGMENT

The Plaintiff's claim in this case is founded on a single bill, with power of attorney to confess judgment, of which the following is the original:

The Plaintiff claims that the above single bill remains due and unpaid.

*William T. Day*  
*Jesse P. Harg*

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF CLEARFIELD

By virtue of the Power of Attorney above recited, we do hereby appear for the said Defendants --BLAIR D. GEARHART and MARY G. GEARHART-- and confess judgment against them and in favor of the said Plaintiff, PUNXSUTAWNEY NATIONAL BANK, for the sum of THREE THOUSAND NINE HUNDRED FORTY-EIGHT DOLLARS SIXTY (\$3,948.60) CENTS debt, and THREE HUNDRED NINETY-FOUR DOLLARS EIGHTY-SIX (\$394.86) CENTS attorney's commission in all FOUR THOUSAND THREE HUNDRED FORTY-THREE DOLLARS FORTY-SIX (\$4,343.46) CENTS with interest on the debt from the 20th day of February, A. D., 1966, due and payable in SIXTY (60) monthly installments of SIXTY-FIVE DOLLARS EIGHTY-ONE (\$65.81) CENTS commencing on March 20, 1961, with costs of suit, release of all errors, and without stay of execution and inquisition and extension upon any levy on real estate is hereby waived, and condemnation is agreed to, and the exemption of personal property from levy and sale on any execution thereon is also hereby expressly waived, and no benefit of exemption is to be claimed under and by virtue of any exemption law now in force, or which may hereafter be enacted.

*William T. Day*

*Jesse P. Harg*

Attorneys for Defendants

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the Plaintiff in this judgment is 116 East Mahoning Street, First Ward, Borough of Punxsutawney, Jefferson County, Pennsylvania; and that of the Defendants is R. D. 1, Mahaffey, Bell Township, Clearfield County, Pennsylvania.

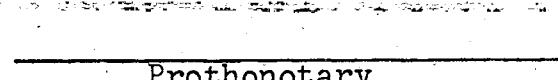
  
Jesse H. Reiter  
Attorney for Plaintiff

JUDGMENT

AND NOW, February 20, 1961, at 10 o'clock, A.M., judgment is hereby entered in favor of the Plaintiff and against the Defendants as follows:

Debt----- \$3,948.60  
Attorney's commission----- 394.86  
Judgment----- \$4,343.46

Interest at the rate of 6% per annum  
from February 20, 1966.

  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

14

63

RT, and MARY G.  
Defendants,

## TRUTH AND CONFESSTION

and

JUDGMENT

THE END



CERTIFICATE OF RESIDENCE

ATTORNEY AT LAW, 111 MARKET STREET,  
WEST PHILADELPHIA, PENNSYLVANIA.

Assisted the Defendants as follows:

00.848.03 - 333 Dept

Attorney's commission 8.48% - - - - -

Interest at the rate of 6% per annum from February 20, 1960.

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