

DOCKET NO. 174

Number      Term      Year

150      May      1961

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Community Consumer Discount Company

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Versus

Nora Yarger,

Albert Yarger

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# Community Consumer Discount Company

Community Consumer Biscuit Company, of Clearfield, Pa.

the 2268.00<sup>00</sup> value of materials in stock on hand to you in Clearfield, Pa., on May 13, 1861, for value received, the undersigned jointly and severally promise to pay

For value received, the undersigned jointly and severally promise to pay

to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., or order, or assigns, at its office in the Borough of Clearfield, Pa.,

the sum of Two Thousand Two Hundred Sixty-eight ~~00/100~~ Dollars, without defalcation or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 66, approved the 8th day of April, 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of Sixty-three 00/100 Dollars each, followed by  
(1422) 1422

... no ..... equal installments of ..... **None** ..... Dollars each, the first installment falling due June 15, 1961 ..... and continuing each ..... 15th ..... of every ..... month ..... thereafter.

If default shall be made in the payment of any of the said installments of this note or any renewal thereof, as and when the same become due according to the provisions hereof, or the provisions of any renewal hereof, or if any of the undersigned shall attempt to abscond, or move from the jurisdiction of the Courts of this County, or shall assign; secret, or dispose of his or her property, without notice to the holder hereof, then, or in any of the said events, the whole principal sum of this note or any renewal hereof or such portion thereof as shall then remain unpaid, with interest, costs and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice to the undersigned, and interest shall be charged for any extension, deferment or default at the rate of 1½ per cent per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five (25c) cents. <sup>2</sup>

And the undersigned do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the above sum, with or without defalcation, with interests above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note, and consent to the condemnation thereof with full liberty to sell the same on a *fi. fa.*, with release of errors thereon and waiving all relief from any and all appraisalment, stay of execution, and exemption laws now in force or hereafter to be passed.

Each maker, co-maker, endorser, guarantor, or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, or deferment or deferrals, without notice to and without release from liability to either or any of them. The acceptance of the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce the conditions of this agreement.

**Witness**

**Witness**

**. Witness**

**. Witness**

\*Mara Yarger.....(SEAL)  
\*Albert Yarger.....(SEAL)

.....(SEAL)  
(Please sign your name in full)

For a valuable consideration the undersigned hereby guarantee the payment of the within note to the lawful holder thereof according to the term and tenure thereof, waiving presentment, demand for payment, protest, and notice of protest, and 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 the undersigned from liability hereunder.

And the undersigned further authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the within sum, with or without defalcation, with interest as above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note and consent to the condemnation thereof with full liberty to sell the same on a. f. fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

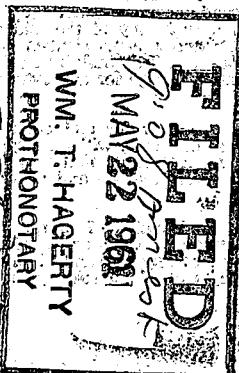
and collected to represent all of the 100% of the species found in the study area.

**Witness:** \_\_\_\_\_ **(SEAL)**

<sup>10</sup> See, for example, the discussion of the 1992 Constitutional Convention in the *Constitutional Convention of 1992: The Final Report* (1993).

<sup>11</sup> See also P. Goss, *“The 1960s: The Last Decade of the Twentieth Century”*, *Journal of American History* 77 (1990), 103–125.

<sup>10</sup> See, for example, the discussion of the 1992 Constitutional Convention in the *Constitutional Convention of 1992: The Final Report* (1993).



This is to certify that the address of the following is a true and correct address:

WILSON CONFERRED DEC

R.D.  
Houtzdale, Pa.

CONSUMER POINT OF

- 22 -

Houtzdale, Pa.

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2000 CORRECTION

AQUATIC

ADDRESS OF THE FELLOWS

THIS IS TO CERTIFY

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150 May 1961

# STATEMENT OF JUDGMENT

1961

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

VERSUS

Albert Yarger

Nora Yarger

Entered of Record 22nd day of May  
Certified from Record 22nd day of May

No. 150 TERM May 19 61  
Penal Debt \$ .....  
Real Debt \$ 2268.00  
Atty's Com. 10% \$ .....  
Int. from May 13, 1961  
Entry & Tax By Plff. \$ 3.50  
Att'y Docket \$ .....  
Satisfaction Fee \$ ..... 1.00  
Assignment Fee \$ ..... 1.00  
Instrument D. S. B.  
Date of Same May 13 19 61  
Date Due In Installments 19 61  
Expires May 22 19 66

19 61 9:08 AM EST  
19 61

Wm. J. Dugerty  
Prothonotary

**SIGN THIS BLANK FOR SATISFACTION**

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

*John J. Fenn*  
Ass'tt. Treasurer

Witness

*John J. Fenn*

**SIGN THIS BLANK FOR ASSIGNMENT**

Now **5** of **5**, 19**62**, for value received hereby assign, transfer and set over to above Judgment, Debt, Interest and Costs without recourse.

*John J. Fenn*

Witness

**FILED**

CARL E. W. PROTHONOTARY  
DEC 9 1962

*John J. Fenn*