

DOCKET NO. 173

Number	Term	Year
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<u>151</u>	<u>February</u>	<u>1961</u>
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Clifford J. Smay

LaMise E. Smay

Versus

Cloyd H. Putt, Jr.

Mary Jean Putt

THE COUNTY NATIONAL BANK AT CLEARFIELD

CLEARFIELD, PA.

H. M. McGARVEY, JR.
VICE-PRESIDENT
AND TRUST OFFICER

February 24, 1966

Mr. & Mrs. Clifford J. Smay *Sgt*
407 Merrill Street
Clearfield, Pennsylvania

Re: Cloyd Putt et ux *✓*

Dear Mr. & Mrs. Smay:

The obligation was paid off by Mr. & Mrs. Putt last Friday night. In order to satisfy the judgment it will be necessary for both of you to satisfy the judgment of record. If you will come in to the bank at your convenience we will take you to the Court House to satisfy the judgment. We have the dollar and a half for that purpose on hand.

Sincerely yours,

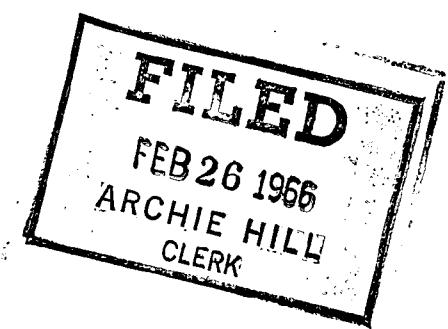
Howard M. McGarvey
Howard M. McGarvey, Jr.
Vice President & Trust Officer

HMM/sam

Docket 173 *✓*

151 Feb 1961

*Cloyd *Sgt*
Mary Jean Putt *Sgt**



\$2,000.00

February 24

T 3
61

One day after date we promise to pay to the order of Clifford J. Smay and Louise J. Smay, husband and wife, Two Thousand and no/100 Dollars

At Clearfield, in the County of Jefferson, on the 22d day of January, 1861,
Without attorney, and received with interest at six (6,) per cent. per annum
and further, to the holder or owner of any sum or account within the United States or elsewhere to appear
before said court with costs of suit and Attorney's commission of \$10 per cent for collection and release of all errors, and without
any attorney and expenses upon any real estate so long as the same is lawfully owned and condemnation awarded to and the exemption
of personal property from his suit, and suit on any execution thereon is either lawfully replevied or recovered and no benefit or exemption he claimed under
and by virtue of any exemption law now in force or which may be hereafter passed.

Witness OUR hand and seal
for Lawrence W. Proctor
W. W. Proctor 2-2-51

Cloyd H. Putt Jr. (SEAL)
W. W. Proctor (SEAL)

\$ 2,000.00 February 24 1961

One day afterdate we promise to pay to the order of Clifford J. Smay and Louise J. Smay, husband and wife, Two Thousand and no/100 Dollars, without deduction, value received, with interest at six (6) per cent per annum and further, to the best of our knowledge and belief, attorney of the Court of Record within the United States or elsewhere to appear for us and under our name, and under our name, more frequently than once a day, for the above sum with costs of suit and Attorney's commission of 15% of the judgment amount U.S. per cent for collection and release of all errors, and without stay of execution and judgment and attachment upon our lots on real estate as herein named and condemnation thereof to and the exemption of personal property hereon and sole and only execution herein, known to us expressly, we never, and no benefit of exemption he claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

Witness our hand and seal

For payment or Lawrence J. Smay, property
George A. Smay, Jr. 2-25-61

Clifford J. Smay, Jr. (SEAL)
George A. Smay, Jr. (SEAL)

In the Court of Common Pleas of the County of CLEARFIELD

CLIFFORD J. SMAY and
LOUISE E. SMAY,
Plaintiffs

of February Term, 19 61

No. 151

VERSUS

CLOYD H. PUTT, JR. and
MARY JEAN PUTT,
Defendants

CLEARFIELD COUNTY, ss.

The Plaintiff's claim in this case is founded on writing obligatory, dated the 24th day of February A. D. 19 61, by which the Defendants, Cloyd H. Putt, Jr. and Mary Jean Putt, did

promise to pay the Plaintiff s Clifford J. Smay and Louise E. Smay, the sum of Two Thousand (\$2,000.00) Dollars.

And which said writing obligatory contained a Power of Attorney authorizing any Attorney of any Court of Record in the United States, 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, without stay of execution, waiving inquisition, condemnation and exemption, and with ten (10) per cent attorney's commission for collection, as per tenor of note attached.

151

No. February Term, 1961

CLIFFORD J. SMAY and
LOUISE E. SMAY,
Plaintiffs

VERSUS

CLOYD H. PUTT, JR. and
MARY JEAN PUTT,
Defendants

D. S. B.

Statement and Confession on
Judgment Note

UREY & MIKESELL
By *Donald R. Mikel*
Attorney for Defendant

The precise residence of the Plaintiffs, Clifford J. Smay and Louise E. Smay is Woodland Road, R.D. 2, Clearfield, Pennsylvania.

The precise residence of the Defendants, Cloyd H. Putt, Jr. and Mary Jean Putt, is Woodland Road, R.D. 2, Clearfield, Pennsylvania.

*2/22/61
Donald R. Mikel*

330

FILED	Prothonotary.
FEB 25 1961	R. S. /
WM. T. HAGERTY	330
PROTHONOTARY	330

Filed and entered

UREY & MIKESELL

Plaintiff's Attorney.

We.....certify the above to be a true statement of the Plaintiff's claim, and that the same
remains due and unpaid to the best of.....our.....knowledge. Witness.....our.....~~my~~ hand s
this.....25~~4~~.....day of.....February.....A. D. 1961.

Debt \$ 2,000.00

.....
Attorney's Commission \$ 200.00

UREY & MIKESELL

By



Attorney for Plaintiff

Interest from.....February 25, 1961.....
(OVER)

BY VIRTUE of the Power of Attorney above recited and hereto attached..... we..... do hereby appear for the said defendant and confess Judgment in favor of the Plaintiff for the sum of..... Two Thousand (\$2,000.00)..... Dollars and..... cents, with costs of suit, interest and release of errors without stay of execution, waiving inquisition, condemnation and exemption, and with ten (10) per cent. attorney's commission for collection, as per tenor of note attached.

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