

DOCKET NO. 174

Number	Term	Year
168	May	1961

Capital Consumer Discount Company

Versus

Floyd I Brown

Ruth M Brown

ACCOUNT NUMBER	4-1392
PROPERTY INS. EXPIRES	none

NAME AND ADDRESS

BROWN, Floyd I and Ruth M.
R.D. #1
Rockton, Pennsylvania

PHONE:

3447

DATE
WILL
PAY

23rd

NOTE
CAPITAL CONSUMER DISCOUNT COMPANY

PAYEE

10 E. Long Avenue

DuBois

PENNSYLVANIA

1,980.00	TOTAL AMOUNT OF CONTRACT PAYABLE IN	36	PAYMENTS (EXCEPT FINAL)	FREQUENCY
15.00	CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING	Jun 23 61	55.00	month 3
15.00	DISCOUNT FOR MONTHS	May 23 61	16	NET PROCEEDS OF LOAN
	SERVICE CHARGES \$	1,608.60		FINAL PAYMENT \$ 55.00
				DUE May 23, 19 63

*The last payment shall include any unpaid principal, discount and charges accrued on the date due.

An additional charge will be made for any extension, deferment or default of any payment of the contract or installment, at the rate of 1 1/2% per month on the amount extended, deferred or in arrears, the minimum charge for any extension, deferment or default being 25¢.

If the contract is in default, attorney's fees of fifteen per cent of the total amount, including charges and interest, unpaid on this instrument and court costs incurred in its collection will be charged.

Failure to pay any installment when due, shall cause the Total Amount of Contract, with accrued charges, to become immediately due and payable, at the option of the holder, without notice.

We jointly and severally promise to pay to the order of the above named payee, at its above address the aforesaid Total Amount of Contract on the terms and conditions herein set out, hereby waiving for ourselves and families all benefits of all valuation, appraisement, exemption and homestead laws and rights.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party, hereby jointly and severally waive presentment, notice of dishonor and protest and diligence in bringing suit against any such party, and agree that discharge or release of, or agreement not to sue, any party or renunciation of rights against any party shall not discharge any other party in any manner, and agree that none of the following, done at any time or any number of times, with or without notice, shall discharge this note or any party in any manner: extending any time of payment; postponing the holder's right to enforce this note; taking a new note or obligation for or in connection with this note; reducing any sum payable hereunder; changing any time of payment, any place of payment, the number of the parties or the relations of the parties; detaching this note from any matter, written or otherwise, related to it; surrendering, releasing, not enforcing, or suspending the enforcement of any security wilfully, negligently, unjustifiably, or otherwise; and further, jointly and severally authorize irrevocably any attorney of any court of record of Pennsylvania or elsewhere, or the Prothonotary or Clerk thereof, at any time, whether there is default or not, to appear for them, or any of them, and waive the issuing and service of process and confess judgment against them, or any of them, in favor of the holder hereof for the total amount, including charges, unpaid on this note, and for costs of suit, with or without declaration; waive and release all errors, stays of execution, exemptions, inquisitions, appraisements, voluntarily condemn real estate, and authorize the Prothonotary, or Clerk, to enter upon the fi. fa. the voluntary condemnation, and agree that the estate, or estates, may be sold on a fi. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office. Further, all such parties, themselves hereby jointly and severally waive all stays of execution, exemptions, inquisitions, appraisements, and voluntarily condemn their, or his, estates and authorize the Prothonotary, or Clerk, to enter upon the fi. fa. their, or his, voluntary condemnation and agree that their, or his, estates may be sold on a fi. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office; and waive all rights of appeal.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety or other party hereby jointly and severally authorize any such party to act as the agent of all or any of them; and the acts of any such party in all dealings with the holder relating to this note are hereby ratified and confirmed and notice is hereby waived.

Any judgment entered hereon or on any prior note for which this note is in whole or in part mediately or immediately a renewal shall be security for the payment hereof and of any future note which is in whole or in part mediately or immediately a renewal hereof.

Witness our hands and seals; we intend to be legally bound on this note.

Witnessed:

[Signature]
[Signature]

34 *[Signature]* (SEAL)
84 *[Signature]* (SEAL)

(SEAL)

(SEAL)

PENNSYLVANIA

SERVICE CHARGES \$ DISCOUNT FOR _____ MONTHS		DATE OF NOTE 10/20/61		SIZE CODE 12		NET PROCEEDS OF LOAN 1,000.00		FINAL PAYMENT 100.00	
CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING 10/20/61		TOTAL AMOUNT OF CONTRACT PAYABLE IN 100.00		No. of PAYMENTS (EXCEPT FIRST) 3		Term, 19 _____		FREQUENCY 3	

I hereby certify that the correct name and address and the

and condition herein set out, hereby waiving for ourselves and families all benefits of all laws, regulations, exemption and homestead laws and rights. We jointly and severally promise to pay to the order of the undersigned the stated Total Amount of Contract on the terms of the original notice.

DuBois, Pennsylvania

10 E. Long Avenue

CAPITAL CONSUMER DISCOUNT COMPANY

If the contract is in default, attorney's fees of fifteen per cent of the total amount, including charges and interest, unpaid on this instrument and court costs incurred in its collection will be charged.

Failure to pay any installment when due, shall cause the Total Amount of Contract, with accrued charges, to become immediately due and payable, at the option of the holder, without notice.

the amount extended, charged or in an additional charge will be made for any extension, abatement or default of any payment of the contract or installment at the rate of 15% per month on the last payment due and charged.

precise residence of the Plaintiff in this judgment is:

*The last payment due and charged shall include any and all principal, interest and charges accrued on the date of the last payment.

and that the correct name and the last known address of the Defendant is: **FLOYD and Ruth M. Brown**
Rockton, Clearfield County, Pennsylvania

CAPITAL CONSUMER DISCOUNT COMPANY,
DuBois, Penna. Plaintiff

Manager

FILED
MAY 25 1961
WM. T. HAGERTY
PROTHONOTARY

(2841)

(284)

168 May 1961

STATEMENT OF JUDGMENT

Docket No. 174 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Capital Consumer Discount Company ✓

No. 168 ✓ TERM May 19 61

Penal Debt \$
Real Debt \$ 1980.00

Atty's Com. 15% \$

Int. from May 23, 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 23 19 61

Date Due In Installments 19

Expires May 25 19 66

VERSUS

34
Floyd I. Brown ✓

84
Ruth M. Brown ✓

Entered of Record 25th day of May

Certified from Record 25th day of May

19 61 7:38 AM EST

19 61

John A. Hagerty
Prothonotary

STATEMENT OF JUDGMENT

Received on 1963 of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

SIGN THIS BLANK FOR SATISFACTION

Plaintiff
 Defendant
 No. 168
 City Philadelphia
 State Pennsylvania
 Address 168
 City Philadelphia
 State Pennsylvania
 Date Due 1963
 Place of Payment 168
 Amount 168
 Witness 168
 Signature 168

SIGN THIS BLANK FOR ASSIGNMENT

Now, 1963, for value received hereby assign, transfer and set over to
 Assignee
 Address 168
 City Philadelphia
 State Pennsylvania
 Date 1963
 Place of Payment 168
 Amount 168
 Witness 168
 Signature 168

FILED
 FEB - 9 - 1963
 CARL E. WALKER
 PROTHONOTARY

1.50 paid

POSTPONEMENT OF LIEN OF JUDGMENT

THIS AGREEMENT made this 23rd day of July, 1962, between CAPITAL CONSUMER DISCOUNT CO., of DuBois, Clearfield County, Pennsylvania, and THE UNION BANKING AND TRUST COMPANY, of the same place, WITNESSETH:

THAT WHEREAS, FLOYD I. BROWN and RUTH M. BROWN, his wife, executed and delivered to the Capital Consumer Discount Co., of DuBois, Pa. a judgment note in the sum of One Thousand Nine Hundred Eighty (\$1,980.00) Dollars, and entered in the Prothonotary's Office in Clearfield, Pennsylvania to No. 168 May Term, 1961 on May 25, 1961.

AND WHEREAS, the said FLOYD I. BROWN and RUTH M. BROWN executed and delivered to THE UNION BANKING AND TRUST COMPANY, a Judgment Note in the sum of One Thousand Three Hundred (\$1,300.00) Dollars, dated July 16, 1962 and to be entered in the Prothonotary's Office at Clearfield, Pennsylvania.

IT IS AGREED by the said CAPITAL CONSUMER DISCOUNT CO., of DuBois, Pennsylvania, its successors and assigns, that the lien of its judgment above mentioned is hereby postponed to the lien of judgment of the said UNION BANKING AND TRUST COMPANY, of DuBois, Pennsylvania, as above mentioned, and the said CAPITAL CONSUMER DISCOUNT CO. further agrees for itself and its successors and assigns that the said UNION BANKING AND TRUST COMPANY, its successors and assigns shall have all the rights and benefits to which it would have been entitled had the said judgment note of said UNION BANKING AND TRUST COMPANY been executed, delivered and entered before the entry of the said judgment of the

said CAPITAL CONSUMER DISCOUNT COMPANY.

IN WITNESS WHEREOF, the said CAPITAL CONSUMER DISCOUNT COMPANY has caused this agreement to postpone lien of judgment to be signed in its corporate name by its manager, and the said UNION BANKING AND TRUST COMPANY has caused this agreement to postpone lien of judgment to be signed in its corporate name by its Executive Vice President, and has caused to be affixed hereunto the common and corporate seal of said corporation, attested by its secretary, the day and year first above written.

WITNESS:

Judy A. Donnell

Attest:

[Signature]
Secretary

[Signature]
Secretary

CAPITAL CONSUMER DISCOUNT COMPANY
of DuBois, Pennsylvania

By [Signature]
Manager

THE UNION BANKING AND TRUST COMPANY
of DuBois, Pennsylvania

By [Signature]
Executive Vice President

said CAPITAL CONSUMER DISCOUNT COMPANY.

IN WITNESS WHEREOF, the said CAPITAL CONSUMER

DISCOUNT COMPANY has caused this agreement to postpone lien of judgment to be signed in its corporate name by its manager, and the said UNION BANKING AND TRUST COMPANY has caused this agreement to postpone lien of judgment to be signed in its corporate name by its Executive Vice President, and has caused to be affixed hereto the common and corporate seal of said corporation, attested by its secretary, the day and year first above written.

WITNESS
CAPITAL CONSUMER DISCOUNT COMPANY
of Dubois, Pennsylvania

By _____

Manager

THE UNION BANKING AND TRUST COMPANY
of Dubois, Pennsylvania

By _____

Executive Vice

Secretary

Secretary

