

DOCKET NO. 174

Number	Term	Year
183	May	1961

Commercial Credit Plan Consumer

Discount Co.

Versus

John Brilla, Jr.

Betty Brilla

5099  
Altoona, Pennsylvania May 25, 19 61

For Value Received, on or before June 5, 1963, Undersigned, jointly and severally, promise to pay to the order of COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, at its office in the city of Altoona, the sum of 1151.28 Dollars, in 24 equal successive monthly instalments of \$ 47.97 each, the first to become due one month after date, balance of instalments to be paid on even date of each ensuing month thereafter until paid, with interest after maturity at the rate of 1½% per month on defaulted or extended instalments.

If any instalment of this note is not paid when due, then the entire unpaid balance shall, at the option of the holder hereof, become immediately due and payable with attorney's fees of fifteen percent (15%) of the amount owing and unpaid. Each of the undersigned hereby agrees and asserts that additional makers, endorsers, guarantors or sureties may become parties hereto, either with or without notice to any of the undersigned, and without affecting the liability of any of the parties herein or hereunder; and each of the undersigned hereby waives presentment for payment, demand, protest and notice of protest and non-payment and all defenses by reason of any extension of time of its payment that may be given by the holder to the undersigned, or any of them; and each of us hereby severally waive any and all benefits or relief from valuation and appraisal laws now in force or hereafter enacted against this debt or any renewal thereof; and the undersigned each agrees that it shall not be necessary for the holder to resort to legal remedies against any of the parties to this note before proceeding against any other party, and that no release of one or more of the makers, co-makers, sureties, guarantors or other parties hereto in any capacity, whether by operation of law or by any act of the holder of this note, shall release any other maker, co-maker, surety, guarantor or other party hereto in any capacity.

The undersigned and each of them hereby irrevocably authorize any attorney at law, with or without declaration filed, to appear for Undersigned in any court of record, in term time or vacation, or before any justice of the peace, in any State of the United States, except Indiana or New Mexico, where this Note may be held or where the makers may reside or have property, and to waive the issue and service of process, and to confess a judgment against Undersigned in favor of the holder hereof for the above sum, with or without breach of the terms hereof, together with interest, costs and an attorney's fee as hereinabove provided, and to release all error and all right of appeal.

Stay of execution and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution is also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or hereafter passed.

Witness:

*S. J. Beatty*  
*SA Wright*

5 ✓ JOHN BRILLA, JR. RFD BOX 223A  
14 ✓ BETTY BRILLA PHILIPSEURG, PA.  
*John Brilla Jr.* (SEAL)  
*Betty Brilla* (SEAL)

