

DOCKET NO. 174

Number                  Term                  Year

216                  September                  1961

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Punxsutawney National Bank

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**Versus**

Joe W. Kauffman

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Helen M. Kauffman

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# STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

✓ Punysutawney National Bank

VERSUS

✓ Joe W. Kauffman

✓ Helen M. Kauffman

No. ....?16..... TERM September 1961...

Penal Debt ..... \$ .....

Real Debt ..... \$ 663.36

Atty's Com. .... \$ 66.34

Int. from ..... 00October 15, 1963.....

Entry & Tax ..... By Attys. \$ 4.50

Att'y Docket ..... \$ 3.00

Satisfaction Fee ..... \$1.50 ~~1.00~~

Assignment Fee ..... \$2.00 ~~1.00~~

Instrument ..... D. S. B. ....

Date of Same ..... September 30 19 61

Date Due ..... In Installments 19....

Expires ..... October 5 19 66

Entered of Record 5th day of October 1961 1:45 PM EST

Certified from Record 5th day of October 1961

.....  
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on . September 22, ....., 19. 62., of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-  
tary is authorized to enter Satisfaction on the same.  
FUNXSTAWNE NATIONAL BANK  
Vice. Pres. Plaintiff

Cashier  
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

NOTED 1952  
CASHIER  
C/R. 11-50-52

# NOTE

SMALL LOAN DEPARTMENT  
PUNXSUTAWNEY NATIONAL BANK

\$ 663.36

No. 15-9479

PUNXSUTAWNEY, PA., Sept. 30 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 Six hundred sixty three and 36/100 Dollars, payable in 24 consecutive monthly installments of principal and interest commencing on Nov. 15 1961 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 \$ 27.64 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 declaration filed, confess 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 inquisition and extension upon any levy is 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.#2

Mahaffey, Pa.

Clearfield County--Bell Twp.

SIGNATURES: (write in full)

1. Borrower John W. Kauffman (Seal)

2. Borrower Melen W. Kauffman (Seal)

3. Co-Maker ..... (Seal)

4. Co-Maker ..... (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 fi. fa. 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)

CLEARFIELD  
IN THE COURT OF COMMON PLEAS OF ~~JEFFERSON~~ COUNTY, PENNSYLVANIA

PUNXSUTAWNEY NATIONAL BANK,  
Plaintiff,

v.

JOE W. KAUFFMAN  
HELEN M. KAUFFMAN

Defendant(s)

No. 216

September

Term 196...1

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.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF JEFFERSON

SS.

we

By virtue of the Power of Attorney above recited, ~~I~~do hereby appear for the Defendant(s) named in the caption hereof and confess judgment against said Defendant(s) and in favor of Punxsutawney National Bank, Plaintiff, as follows:

Debt . . . . . \$ 663.36.....

Attorney's commission . . . . \$ 66.34.....

Judgment . . . . . \$ 729.70.....

Interest at the rate of six (6%) percent per annum from  
October 15, 1963

The principal and interest is due and payable in 24 consecutive monthly installments of \$27.64 commencing on November 15 1961, with costs of suit, release of all errors, without stay of execution; and inquisition and extension upon any levy on real estate is hereby waived, and condemnation 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.

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Punxsutawney National Bank, Plaintiff in this Judgment, is 116 East Mahoning Street, First Ward, Borough of Punxsutawney, Jefferson County, Pennsylvania; and that of the Defendant(s) is R. D. 2, Mahaffey, Bell Township, Clearfield County, Pennsylvania.

216 September Term 1961

IN THE COURT OF COMMON PLEAS OF  
BERKS COUNTY, PENNSYLVANIA  
CLEARFIELD

PUNXSUTAWNEY NATIONAL BANK,  
Plaintiff,

v.

52  
JOE W. KAUFFMAN  
HELEN H. KAUFFMAN

Defendant(s)

STATEMENT IN ASSUMPSIT AND  
CONFESSION OF JUDGMENT

Debt . . . . \$ 663.36

Attorney's Commission . \$ 66.34

Judgment . . . . \$ 729.70

Interest from October 15, 1963

Filed and judgment entered thereon the  
21st day of October 1961

FILED  
10/25/61  
533

WM. T. HAGERITY

Prothonotary

PRETHONOTARY DAVIDS

Clearfield, Pennsylvania  
and JESSE P. LONG

Attorney at Law

246 West Mahoning Street  
Punxsutawney, Pennsylvania

Attorney for Plaintiff