

DOCKET NO. 174

Number	Term	Year
221	May	1961

First National Bank of Coalport

Versus

J. D. Straw

Iode L. Straw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF
COALPORT, PENNSYLVANIA

-vs-

J. D. STRAW and IOLA L.
STRAW

No. 221 May Term, 1961

DECLARATION

The Plaintiff's claim in the above stated action is founded on a Bond hereunto annexed under the hands and seals of the Defendants dated the 18th day of March, 1955, secured by a Mortgage dated the 18th day of March, 1955, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book 164, page 353, in and by which Bond the Defendants stand bound unto the Plaintiff in the sum of Eight Thousand Four Hundred Dollars (\$8,400.00) conditioned for the payment of the just sum of Four Thousand Two Hundred Dollars (\$4,200.00), together with interest thereon, said Bond and Mortgage being payable at the rate of Fifty-Five and 20/100 Dollars (\$55.20) per month.

The aforesaid Bond and Mortgage are now in default for failure to pay the required monthly payment thereof.

The aforesaid Bond contains a Warrant of Attorney, authorizing any attorney of any Court of record of the Commonwealth of Pennsylvania or elsewhere to appear for the Defendants therein and confess Judgment against them for the said penal sum with costs of suit, a ten percent (10%) attorney's commission and a release of all errors in the entry of said judgment, and waives the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

The Plaintiff avers that there is justly due and owing to it out of the said penal sum the following, to wit:-

Principal balance due.	\$ 1,391.50
Interest	4.64
Attorney's Commission.	<u>139.61</u>
Total.	\$ 1,535.75

BELL, SILBERBLATT & SWOOPE

By Richard A. Bell
Attorneys for Plaintiff

CONFESSION OF JUDGMENT

By virtue of the Warrant of Attorney hereinabove mentioned and hereunto annexed, I hereby appear for J. D. Straw and Iola L. Straw, Defendants in the above stated action, and confess Judgment against the said J. D. Straw and Iola L. Straw and in favor of the First National Bank of Coalport, Pennsylvania, Plaintiff, for the penal sum of Eight Thousand Four Hundred Dollars (\$8,400.00) to be released upon the payment of the principal of One Thousand Three Hundred Ninety-One and 50/100 Dollars (\$1,391.50), interest in the amount of Four and 64/100 Dollars (\$4.64) and attorney's commission of One Hundred Thirty-Nine and 61/100 Dollars (\$139.61), for a total of One Thousand Five Hundred Thirty-Five and 75/100 Dollars (\$1,535.75); and in accordance with the tenure of said Warrant of Attorney, I hereby do release all errors in the entry of said Judgment, waive the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

BELL, SILBERBLATT & SWOOPE

By

Richard A. Bell
Attorneys for Defendants

CERTIFICATE OF RESIDENCE

To William T. Hagerty, Prothonotary

Sir:

I hereby certify that the address of the First National Bank of Coalport, Pennsylvania, is Coalport, Clearfield County, Pennsylvania; and the address of J. D. Straw and Iola L. Straw is LaJose, Clearfield County, Pennsylvania.

BELL, SILBERBLATT & SWOOPE

By Richard A. Bell
Attorneys for Plaintiff

*Receives for
the Plaintiff
the sum of*

AFFIDAVIT AS TO MILITARY SERVICE

D. S. Braucht, Cashier, being duly sworn

according to law, deposes and says that he is acquainted with the Defendants, J. D. Straw and Iola L. Straw, and to the best of his knowledge and belief neither of the said Defendants is now in the Military Service or Naval Service of the United States or its allies, or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of 1940 and its amendments.

D. S. Braucht
Cashier

Sworn to and subscribed
before me this 2 day
of June, 1961.

Mrs. Helen C. Shank N.P.
My Comm. Exp. Jan. 7, 1963

Know all Men by these Presents,

That J. D. STRAW and IOLA L. STRAW, husband and wife, of Chest Township, Clearfield County, Pennsylvania, are held and firmly bound unto the FIRST NATIONAL BANK OF COALPORT, PENNSYLVANIA,

a corporation or a body politic, created by and existing under the laws of the United States of America, having its domicile in the Borough of Coalport, County of Clearfield in the Commonwealth of Pennsylvania, in the sum of Eight Thousand Four Hundred (\$8,400.00)

-----Dollars, lawful money of the United States of America, to be paid to the said First National Bank of Coalport, Pennsylvania, its certain attorney, successors or assigns; to which payment well and truly to be made they do bind their

heirs, executors, administrators, and every one of them, jointly and severally firmly by these presents.

And they do hereby empower or any Attorney of any Court of Record within the United States or elsewhere, to appear for them and after one or more declarations filed, confess judgment or judgments against them in favor of the said the First National Bank of Coalport, Pennsylvania, its successors and assigns,

as of any term for the above penalty, together with costs of suit, attorney's commission of 10 per cent. for collection with waiver of inquisition and condemnation of any property that may be levied upon by virtue of any execution which may issue forthwith on failure to comply with the conditions hereof; and all errors in said proceedings, together with stay of, or exemption from execution, or extension of time of payment, which may be given by any Act of Assembly now in force or which may be enacted hereafter, are hereby forever waived and released.

Witness our hands and seals the 18th day of March, in the year of our Lord, one thousand nine hundred and fifty-five.

Now the Condition of the above Obligation is such, That if the above bounden

J. D. STRAW and IOLA L. STRAW, their

heirs, executors or administrators shall and do well and truly pay, or cause to be paid unto the said First National Bank of Coalport, Pennsylvania,

its successors or assigns, the just sum of Four Thousand Two Hundred (\$4,200.00)

-----Dollars, like lawful money as aforesaid in the manner following:

Payments to be made at the rate of Fifty-Five Dollars and Twenty Cents (\$55.20)

per month, commencing the 20 day of April, 1955, and on the 20th day of each

and every month thereafter, and which payments are to be applied first to interest

and the balance to principal, the entire unpaid balance to be paid within eight (8)

years from the date hereof.

with interest thereon from the date hereof, at six per cent. per annum, payable monthly until the whole of said principal debt or sum be fully paid; and shall also, from time to time, until said debt and interest be fully paid, renew and keep alive, by paying the necessary premiums and charges on such policies of insurance as may be taken out to the amount of at least Four Thousand Two Hundred (\$4,200.00) Dollars -

Dollars, by or in behalf of the said First National Bank of Coalport, Pennsylvania its successors and assigns, for the further security of the said debt upon the buildings and improvements described in the mortgage accompanying and securing this present obligation, and also all taxes, municipal assessments or charges assessed against or upon the mortgaged premises, without any fraud or further delay then this obligation is to be void, otherwise it is to remain in full force and virtue; and in case default be made in payment of said principal debt or sum, or of any installment of interest or premium of insurance as aforesaid, or of any taxes, municipal assessments or charges assessed upon the mortgaged premises, as aforesaid, or of any part thereof when due and payable, respectively, by the terms of this obligation, for the space of thirty (30) days, as aforesaid, the whole of said principal debt or sum and interest then unpaid, shall thereupon at the option of the holder hereof become due and payable, and execution may issue forthwith for the collection of the same, together with all fees, costs and expenses of collection, including an attorney's commission of 10 per cent.

Sealed and Delivered in the Presence of

J. D. STRAW
IOLA L. STRAW

SEAL

SEAL

SEAL

SEAL

Assignment

For Value Received, the _____ Oblige herein
does hereby sell, assign, transfer and set over unto _____

or assigns, the within Bond and Obligation and all moneys secured thereby, together with the Warrant of Attorney to
confess judgment annexed thereto, with all its rights, remedies and powers.

Witness the common and corporate seal of said Oblige and the hand of its attorney, this _____
day of _____ A. D. 19 _____

By _____ Attorney

Certificate of Residence

I hereby certify that the precise residence of the within obligor is LaJose, Pennsylvania

Witness my hand this _____ day of March, 19 55

BELL, SILBERBLATT & SWOOPE

By _____

Bond

From

J. D. STRAW and
IOLA L. STRAW

To

FIRST NATIONAL
BANK OF COALPORT,
PENNSYLVANIA

March 18th

19 55

Dated

Smith Bros. Co. Inc., Printers and Publishers
434-436 Boulevard of Allies, Pittsburgh 19, Pa.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA, No. *221 May*
Term, 1961

FIRST NATIONAL BANK OF
COALPORT, PENNSYLVANIA

-VS-

J. D. STRAW and IOLA L.
STRAW

DECLARATION AND
CONFESSION OF JUDGMENT

5/28/84
FILED
3542200
JUN-3 1961
WM. T. HAGERTY
PROTHONOTARY
450 Atty

BELL, SILBERBLATT & SWOOPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA