

08-196-CD

Palumbo's Meat vs J. Palumbo al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

PALUMBO'S MEATS OF DUBOIS, INC.,
Plaintiff

vs.

JOHN T. PALUMBO and GLORIA PALUMBO
Defendants

No. 08 - 196 - CD

PRAECIPE FOR JUDGMENT

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
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FILED

9/11:00 am
FEB 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

PO \$20.00
a statement
3cc to Asst Belin
notice to depts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION


PALUMBO'S MEATS OF DUBOIS, INC., :
Plaintiff :
vs. : No. 08 - - CD.
JOHN T. PALUMBO and GLORIA PALUMBO, :
Defendants :

PRAECIPE TO ENTER JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of the Plaintiff, Palumbo's Meats of DuBois, Inc., and against the Defendants, John T. Palumbo and Gloria Palumbo, in the amount of \$14,540.78, with interest, attorney fees, and costs, from Feb 5, 2008, per the attached Installment Judgment Note.

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

INSTALLMENT JUDGMENT NOTE

\$14,540.78

February 1, 2008

For value received, we **JOHN T. PALUMBO and GLORIA PALUMBO**, residing at 524 Walnut Avenue, DuBois, Pennsylvania 15801, do hereby pay to the order of **PALUMBO'S MEATS OF DUBOIS, INC.**, at 326 West Long Avenue, DuBois, Pennsylvania 15801, the sum of **Fourteen Thousand Five Hundred Forty and 78/100 (\$14,540.78) Dollars**, together with interest at the rate of **six (6%) per cent per annum**, payable at the rate of **Two Hundred Eighty-One and 11/100 (\$281.11) Dollars** per month for a period of **two (2) years**, at which time we will pay the balance of **Nine Thousand Two Hundred Forty and 50/100 (\$9,240.50) Dollars** until the principal and interest are paid in full. **THE MAKERS AGREE THAT THEY WILL BE JOINTLY AND SEVERALLY BOUND BY THE TERMS OF THIS NOTE.**

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR.

THIS IS A JUDGMENT ARISING OUT OF A COMMERCIAL TRANSACTION.

AND FURTHER, they do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against them immediately before

THE payment, in favor of any holder of this note for the above sum with costs of suit, release of errors, without stay of execution, and with fifteen (15%) per cent added as a reasonable attorney's fee, and we do hereby waive and release all benefit and relief from any and all appraisement, stay or exemption laws of any state not in force or hereafter to be passed.

If the Makers fail to make payment of any part or installment of principal or interest when due, the whole sum of the principal then unpaid, together with accrued interest, shall become immediately due and payable at the option of the holder of this Note, without notice.

No extension of time for payment granted by Payee of all or any part of the amount owing on this Note at any time shall affect the liability of the Makers or indorser of this Note. Acceptance by Payee of any installment after any default shall not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any of the other rights of Payee under this Note. No delay by Payee in exercising any power or right shall operate as a waiver of any power or right. No single or partial exercise of any power or right shall preclude other or further exercise of the power or right, or the exercise of any other power or right. The waiver of any default or grounds for acceleration by Payee shall not operate as a waiver of any subsequent default or grounds for


acceleration, of any power or right that Payee may have under the terms of this Note.

The Makers and all indorsers severally waive demand and presentment for payment, notice of dishonor, notice of protest, and protest of this Note.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.



John T. Palumbo (SEAL)



Gloria Palumbo (SEAL)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Palumbo's Meats of DuBois, Inc.
Plaintiff(s)

No.: 2008-00196-CD

Real Debt: \$14,540.78

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John T. Palumbo
Gloria Palumbo
Defendant(s)

Entry: \$20.00

Instrument: Judgment Note

Date of Entry: February 5, 2008

Expires: February 5, 2013

Certified from the record this February 5, 2008



William A. Shaw, Prothonotary

cm

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

PALUMBO'S MEATS OF DUBOIS, INC., :
Plaintiff :
vs. :
JOHN T. PALUMBO and GLORIA PALUMBO, :
Defendants :

No. 08 - 196 - CD

COPY

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$14,540.78, plus interest, attorney's fees and costs on February 5, 2008.

William L. Shanon
Prothonotary