

DOCKET NO. 173

Number	Term	Year
264	February	1961

Allied Building Credits, Inc.

Versus

Samuel Fye,

Emma Blanche Fye

No. 264761 Term, 1961 D. S. B.

I hereby certify that the precise residence of the creditor is:

No. 415 St. Smithfield

Wd. Pittsburgh 22
City Boro or Twp.

County Allegheny Pa.
State

And the name of the defendant is:

FYE, Samuel and Emma Blanche

S/R 375

FILED	
Last known residence of Defendant	
MAR 9 1961	
WM. T. HAGERTY	
PROTHONOTARY	
No. <u>St. 1111</u>	Wd. <u>R. D. #2</u> City <u>Du Bois</u> Boro or Twp.
County <u>Clearfield</u>	Pa. <u>350</u>

And direct the Prothonotary to enter the same as such.
ALIED BUILDING CREDITS, INC.

ATTY-IN-FACT

WILLIAM J. LIVONE

WITHOUT RE COURSE

PAY TO THE ORDER OF

ALLIED BUILDING CREDITS, INC.

Without limitation to implied warranties, endorser specifically warrants that all articles and materials have been furnished and installed and all work fully completed, which constitute the entire consideration for which this note was executed and delivered by maker.

Valley Heating & Service Co.
Valley Heating & Service Co.
By *Stanley A. Lepionka*
Stanley A. Lepionka
Co-owner
Co-Owner (Title)

NOTE

\$11,111.76

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay to

**Valley Mfg. and
Sales Co., Inc.**
July 13, 1960.

Severee Company

the sum of **One thousand one hundred eighty eight and 76/100** DOLLARS,

(Seller)

at the designated office of the holder, in **36** consecutive monthly installments of **\$30.41** each, except that the final installment shall be the difference between the amount of this note and the sum of the preceding installments), the first to become due and payable **July 13, 1960**, balance of installments to be paid on the same date of each month thereafter, with interest on principal after maturing of entire balance as herein provided at the highest lawful contract rate, and 15% of the principal and interest of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the hands of an attorney for collection after maturity. If any installment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. The makers, endorsers and guarantors of this note waive presentation for payment, protest, notice of protest, demand for payment, notice of non-payment and declaration of acceleration of payment. If permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothonotary, or clerk of court of record to appeal in such court, in term time or vacation, at any time after maturity of this note, and waive a jury trial and confess judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorney's fees, and waive and release all errors which may intervene on any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insurer as permitted by law, each maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

Signatures: (In full and in ink).

Samuel Fye

(Seal)

Emma Blanche Fye

(Seal)