

DOCKET NO. 174

Number                  Term                  Year

271                  September                  1961

Community Consumer Discount Co.

Versus

Fred C. Gearhart

Frances D. Gearhart

**Community Consumer Discount Company**  
of Clearfield, Pa.

\$ 2304.00

Clearfield, Pa. October 9, 1961

For value received, the undersigned jointly and severally promise to pay

to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., or order, or assigns, at its office in the Borough of Clearfield, Pa.,

the sum of Two Thousand Three Hundred Four and no/100-----Dollars, without defalcation or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 86, approved the 8th day of April, 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of Sixty Four and no/100-----Dollars each, followed by

no equal installments of none-----Dollars each, the first installment

falling due Nov 5, 1961 and continuing each 5th day of every month thereafter.

If default shall be made in the payment of any of the said installments of this note or any renewal thereof, as and when the same become due according to the provisions hereof, or the provisions of any renewal hereof, or if any of the undersigned shall attempt to abscond, or move from the jurisdiction of the Courts of this County, or shall assign, secret, or dispose of his or her property, without notice to the holder hereof, then, or in any of the said events, the whole principal sum of this note or any renewal hereof or such portion thereof as shall then remain unpaid, with interest, costs and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice to the undersigned, and interest shall be charged for any extension, deferment or default at the rate of 1½% per cent per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five (25c) cents.

And the undersigned do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the above sum, with or without defalcation, with interests above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note, and consent to the condemnation thereof with full liberty to sell the same on a fi. fa., with release of errors thereon and waiving all relief from any and all appraisalment, stay of execution, and exemption laws now in force or hereafter to be passed.

Each maker, co-maker, endorser, guarantor, or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, or deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance of the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce the conditions of this agreement.

G. Davis ..... Witness

G. Davis ..... Witness

..... Witness

..... Witness

34 Frances D. Gearhart (SEAL)  
Shed C. Gearhart (SEAL)

..... (SEAL)

..... (SEAL)  
(Please sign your name in full)

For a valuable consideration the undersigned hereby guarantee the payment of the within note to the lawful holder thereof according to the term and tenure thereof, waiving presentment, demand for payment, protest, and notice of protest, and 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 the undersigned from liability hereunder.

And the undersigned further authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the within sum, with or without defalcation, with interest as above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note and consent to the condemnation thereof with full liberty to sell the same on a fl. fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

Witness

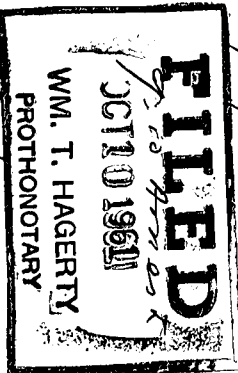
(SEAL)

Witness

(SEAL)

Witness

(SEAL)



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGANY  
CONSUMER DISCOUNT CO.  
*[Signature]*

This is to certify that the  
address of the following is  
a true and correct address:

271 Lehigh 1961

# STATEMENT OF JUDGMENT

#19540

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

No. 271 TERM September 19 61

Penal Debt ..... \$ .....  
Real Debt ..... \$ 2304.00  
Atty's Com. 10% ..... \$ .....  
Int. from October 9, 1961 .....  
Entry & Tax By Plff. \$ 4.50  
Att'y Docket ..... \$ .....  
Satisfaction Fee ..... \$ 1.50 ~~xxx~~  
Assignment Fee ..... \$ 2.00 ~~xxx~~  
Instrument D. S. B. .....  
Date of Same October 9 19 61  
Date Due In Installments 19....  
Expires October 10 19 66

VERSUS

✓ Fred C. Gearhart

✓ Frances D. Gearhart

Entered of Record 10th day of October 19 61 9:10 AM EST  
Certified from Record 10th day of October 19 61

John P. Hagerty  
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on ..... May 12 ..... 19 62 ..... of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-  
tary is authorized to enter Satisfaction on the same.

COMMUNITY CONSUMER DISCOUNT COMPANY

*Donald M. P. Daceberg* Plaintiff

*J. Walker* 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

**FILED**  
MAY 12 1962  
CARL E. WALKER  
PROTHONOTARY

*CR/R 15788*