

DOCKET NO. 174

Number	Term	Year
--------	------	------

282	September	1961
-----	-----------	------

Nationwide Mutual Insurance Co.

Versus

Frederick E. Cupp

Roy Cupp

Mrs. Nellie Cupp

**In the Court of Common Pleas of Clearfield County, Pennsylvania,**

Nationwide Mutual Insurance Co.

*versus*

Frederick E. Cupp  
Roy Cupp  
Mrs. Nellie Cupp

No. 282, September Term, 1946

**To Prothonotary of said Court, Sir:**

Mark the above judgment satisfied.

**Date** January 9, 1946

Dan P. Arnold

**Attorney for plaintiff**

IN THE  
Court of Common Pleas

OF  
Clearfield County, Pennsylvania

No. 282, September Term, 1961

Nationwide Mutual Insurance

Company

versus

Frederick E. Cupp

Roy Cupp

Mrs. Nellie Cupp

FILED  
JAN 10 1962  
CARL E. WALSH  
PROTHONOTARY

DAN P. ARNOLD  
ATTORNEY AT LAW  
CLEARFIELD, PA.

## JUDGMENT NOTE

Clearfield

Penna.

595.40

Date August 1 19 58

For value received I/We promise to pay to Nationwide Mutual Insurance Company the sum of Five hundred ninety five and 40/100 Dollars, (\$595.40) in equal monthly installments of 20.00 Dollars each, the first installment to be due and paid monthly, August 16, 1958 and a like amount on the same date of each month thereafter until the entire principal sum has been fully paid, together with interest at the rate of \_\_\_\_\_ per centum per annum on unpaid portions of principal, payable on the same days and dates as installments of principal are payable, and in addition thereto. Said payments to be made at \_\_\_\_\_

This note is for damages resulting from an automobile accident which occurred on July 6, 1958 involving

Date

John Coulter  
Named Insured

owner of the other car.

Upon failure to pay any installment of principal or interest, the entire unpaid principal and interest then remaining unpaid shall immediately become due and payable at the option of the holder hereof, and I/We hereby authorize any Attorney at Law of any court of record within the United States and/or any prothonotary to appear for me/us and confess judgment against me/us in favor of the holder hereof, for the amount then appearing due of both principal and interest, cost of suit including an attorney's fee of 5 per cent commission upon the balance due which shall include principal, interest and cost.

I/We do hereby waive the issuing of any service of process, all right or rights of appeal and all benefit or benefits from any and all errors in any and all proceedings had hereupon for collection of the said debt, interest, cost and commission, and all rights under any present or future Exemption Laws of this Commonwealth.

Signed, Sealed, and Delivered

in the presence of

DD Key

X Fredrick E. Gypf (Seal)

X Ray Cupp (Seal)

Mrs. Nellie Cupp

Statement and Confession on Judgment Note  
Inc., Indiana, Pa.

IN THE COURT OF COMMON PLEAS OF

NATIONWIDE MUTUAL INSURANCE CO. Clearfield County,

of September Term, 1961

No. 282

versus

FREDERICK E. CUPP, ROY CUPP  
and MRS. NELLIE CUPP  
912 South Fourth Street  
Clearfield, Pennsylvania

Debt, - - - - \$595.40  
Interest 118.90  
Atty's Commission, - \$35.72 \$ 750.02  
Int. from August 1, 1958  
Due in monthly instalments

Clearfield County, ss.

The Plaintiff's claim in this case is founded on a single bill or judgment note, signed, sealed, and dated the 1st day of August A. D. 1958, by which the Defendants promised to pay to the order of the Plaintiff in monthly instalments ~~after date~~, the sum of Five hundred ninety-five and 40/100 (\$595.40) Dollars, without defalcation, value received

and which said single bill or judgment note contains a power of attorney authorizing any attorney of any Court of Record in the United States, or elsewhere, to appear therein for said Defendant and confess judgment in favor of the said Plaintiff, for the above sum, with costs of suit, and attorney's commission of five per cent. for collection, and release of all errors, and without stay of execution, waiving the benefit of the exemption laws; with waiver of inquisition and extension upon any levy on real estate, agreeing to condemnation and sale on Fi. Fa. of the same

Don P. Arnold  
Attorney for Plaintiff

Clearfield COUNTY, ss.

By virtue of the power of attorney above recited, I do hereby appear for the said Defendants and confess judgment in favor of the said Plaintiff for the sum of Five hundred ninety-five and 40/100 (\$595.40) Dollars debt Thirty-five and 72/100 (\$35.72) Dollars attorney's commission, in all Six hundred thirty-one and 12/100 (\$631.12) Dollars, with interest thereon from the 1st day of August

A. D. 1958, with costs of suit, release of all errors, and without stay of execution, and I hereby, for said Defendant, waive inquisition and extension, and agree to the condemnation and sale on Fi. Fa. of any real estate levied upon, and further waive the exemption of real and personal property from levy and sale on execution hereon, under and by virtue of any exemption law now in force, or which may hereafter be passed.

Don P. Arnold  
Attorney for Plaintiff

I hereby certify that the residence of the Plaintiff in this judgment is Box 511,  
Butler, Pa.

Dan P. Arnold Attorney for Plaintiff

No. 282 Sept. Term, 1961

NATIONWIDE MUTUAL INSURANCE CO.

versus

36 86

FREDERICK E. CUPP, ROY CUPP  
and MRS. NELLIE CUPP 76  
912 South Fourth Street  
Clearfield, Pennsylvania

D. S. B.

Debt, \$ 595.40  
Interest 118.90  
Atty's Com., \$ 35.72 \$750.02

Int. from August 1, 1958

Due in monthly instalments 5/2

Waiving Exemption  
Waiving Inquisition  
Agreeing to Condemnation  
Agreeing to sale on PROTHONOTARY

FILED  
217 PM '61  
JUL 11 1961

WM. T. HAGERLY

4-5P Atty. 509 due  
DAN P. ARNOLD

ATTORNEY AT LAW

CLEARFIELD, PA.

(557)