

DOCKET NO. 174

Number	Term	Year
290	September	1961

Associates Loan Company

Versus

Ben Thomas

Ruth Thomas

BORROWERS (NAMES AND ADDRESSES):

LOAN NO.

0145

DATE DUE

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• THOMAS, Ben & Ruth  
• 3 East Du Bois Ave.  
• Du Bois, Penna.

**Associates**  
LOAN COMPANY

Licensee Under the Pennsylvania Small Loan Act

ADDRESS •

103 E. Brady St.

CITY •

Du Bois, Pa.

PHONE NO. •

371-7350

6/27/61	600.00	24	8/5/61	8/5/63	32.09	FINAL 32.09 IS EQUAL IN ANY CASE TO UNPAID PRINCIPAL PLUS INTEREST
DATE OF THIS NOTE	PRINCIPAL AMOUNT OF NOTE AND ACTUAL AMOUNT OF LOAN	PRINCIPAL AND CHARGES PAYABLE IN ABOVE NUMBER OF MONTHLY PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	AMOUNT OF PAYMENTS	

Agreed Rate  
of Charge:

3% per month on that part of the unpaid principal balance not in excess of \$150, 2% per month on that part of unpaid principal balance in excess of \$150 but not exceeding \$300, and 1% per month on any remainder of such paid principal balance not exceeding \$600, except that at the expiration of twenty-four months, interest on any unpaid principal balance will accrue and be payable at the rate of 6% per annum; computed on the basis of the number of days actually elapsed and for the purpose of computation, a calendar month shall be considered 30 days and a calendar year 360 days even though there may actually be a greater or lesser number of days.

### JUDGMENT NOTE

For Value Received I promise to pay to the order of Associates Loan Company at its above office the principal amount above stated, which is the actual amount of this loan, together with interest at the above rate until fully paid in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

The payment of principal and interest shall be made in consecutive monthly payments as above indicated beginning on the stated due date for the first payment and continuing on the same day of each successive month to and including the stated due date for the final payment. Each payment made hereon shall be applied first to interest accrued to date of actual payment and remainder to principal. Any or all installments may be paid at any time with interest at the above stated rate to the date of payment.

Default in the payment of any installment of the principal and interest hereof or any part of either shall at the option of the holder hereof and without notice or demand render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

Notwithstanding any provision hereof to the contrary, no interest consideration or charges in excess of those permitted by the Act of Assembly of the Commonwealth of Pennsylvania, No. 432, approved June 17, 1915, Pamphlet Laws 1012, as amended, shall accrue or become payable hereunder.

The undersigned and each of them hereby constitute and appoint any attorney of any Court of Record of Pennsylvania, or elsewhere, their true and lawful attorney in fact for them and in their name and stead to appear for and to confess and enter judgment against them or any of them for the total sum remaining unpaid hereunder including interest and authorized costs, with or without declaration filed; and, also waive the right of inquisition of any real estate that may be levied upon to collect this note and do hereby voluntarily condemn the same and authorize the prothonotary to enter upon the fl. fa., their said voluntary condemnation; and do further agree that said real estate may be sold in fl. fa.; and also waive and release all benefit of relief from any and all appraisal, stay, or exemption laws of any State now in force or hereafter to be passed in so far as the same can be waived by them.

Each of the parties hereto, including endorsers and each surety and guarantor of the payment hereof severally waive presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party hereto and each endorser, guarantor and surety hereby consent that the time of payment may be extended from time to time after maturity without notice to him.

The undersigned acknowledges the receipt of a statement in English as required by Section 3 of Chapter 432, as amended.

This note is secured by a security agreement of even date herewith.

Witness: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)