

DOCKET NO. 174

Number Term Year

294 September 1961

First National Bank of Barnesboro

Versus

Robert J. Koller

Laura Koller

STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of Barnesboro

VERSUS

Robert J. Koller

Laura Koller

No. 294 TERM September 19 61.

Penal Debt \$

Real Debt \$ 2400.00

Atty's Com. \$ 360.00

Int. from Maturity

Entry & Tax By Attys. \$ 4.50

Att'y Docket \$ 3.00

Satisfaction Fee \$1.50 ~~1.00~~

Assignment Fee \$2.00 ~~1.00~~

Instrument D. S. B.

Date of Same October 11 19 61

Date Due In Installments 19

Expires October 13 19 66

Entered of Record 13th day of October

19 61

12:25 PM EST

Certified from Record 13th day of October

19 61

Wm. J. Long
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on Aug. 2, 1962, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

Betty L. Davis
Witness

Carthel Plouze
Asst Cashier Plaintiff

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

AUG 3 - 1962

CARL E. WALKER
CLERK

1.50 by atty

No. *294 Sept.* Term, 1961
In the Court of Common Pleas of
Clearfield County, Pennsylvania

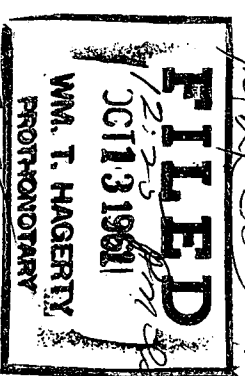
The First National Bank of Barnesboro
Barnesboro, Pennsylvania

vs.

Robert J. Koller

Laura Koller

STATEMENT/AND CONFESSION OF JUDGMENT



450 Alley
Smith, Smith & Clark
P.O. Box 130
Clearfield, Pa.

SHETTIG, SWOPE & SHETTIG
ATTORNEYS AT LAW
EBENSBURG, PA.

The First National Bank of Barnesboro

VS.

Robert J. Koller

Laura Koller

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

N o. 294 Sept Term, 1961

Debt	\$ 2400.00
Attorney's Commission	360.00
Interest from Maturity	
Total	\$ 2760.00

STATEMENT AND CONFESSION OF JUDGMENT

The Plaintiff's claim in this matter is founded on a single bill or judgment note signed, sealed and dated the day of October , 1961 , by which the Defendants promised to pay to the order of the Plaintiff the sum of Plus 6% interest amortized \$2400.00 , at The First National Bank of Barnesboro, Barnesboro, Pennsylvania, in 36 monthly deposits of \$ 73.02 each, beginning on the 15th day of November , 1961, and continuing on the same day of each and every month thereafter until the full amount is paid.

Said judgment note further provides as follows:

"In the event that any payment is not made within fifteen days from the date due, the undersigned hereby agree to pay in addition to such payment a 'late charge' equal to five cents per dollar of each payment so in arrears, but not to exceed Five Dollars in respect to any one such payment in arrears; and should the undersigned in such event fail to pay such delinquent deposit and such reinstatement or late charge within the said period of fifteen days, the holder hereof may at his election declare the full amount of this note then remaining unpaid, together with all the amounts which may be payable as late charges, immediately due and payable, and may proceed to collect the same at once. And further the undersigned hereby authorize and empower any attorney of any Court of Record in Pennsylvania or elsewhere to appear for and confess judgment against the undersigned or any of them and in favor of the said payee or holder of this note at any time and as of any term whether or not the payments provided herein are in default for the full amount due or to become due hereunder, with costs of suit, release of errors, without stay of execution and with fifteen percent added for collection fees; and also waive the right of inquisition on any real estate that may be levied upon to collect the above indebtedness, and do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the fi. fa. said voluntary condemnation, and further agree that said estate may be sold on fi. fa. and hereby waive and release all relief from any and all appraisement, stay or exemption laws of any State now in force or hereafter to be passed; and also waive the benefit of the present and any future bankruptcy law that may be passed by the United States. The makers of this note when more than one shall be jointly and severally liable thereon."

Said note is hereto attached and made part of this Statement and Confession of Judgment.

SHETTIG, SWORE & SHETTIG

BY

Partner

Attorneys for Plaintiff

2,400.00 Plus 6% interest amortized

No. 13914

Barnesboro, Pennsylvania, October 11 1961

Without defalcation, for value received,
the undersigned promise to pay to the order of The First National Bank - Barnesboro, Penna.

The sum of Twenty Four Hundred Dollars and no cents-----
Plus interest at 6% amortized
at the First National Bank of Barnesboro, Barnesboro, Pennsylvania

in 36 monthly payments of Seventy Three and Two cents Dollars each
beginning on the 15th day of November 19 61, and continuing on the same day of each
and every month thereafter until the full amount is paid.

In the event that any payment is not made within fifteen days from the date due, the undersigned hereby agree to pay in addition to such payment a "late charge" equal to five cents per dollar of each payment so in arrears, but not to exceed Five Dollars in respect to any one such payment in arrears; and should the undersigned in such event fail to pay such delinquent deposit and such reinstatement or late charge within the said period of fifteen days, the holder hereof may at his election declare the full amount of this note then remaining unpaid, together with all the amounts which may be payable as late charges, immediately due and payable, and may proceed to collect the same at once. And further the undersigned hereby authorize and empower any attorney of any Court of Record in Pennsylvania or elsewhere to appear for and confess judgement against the undersigned or any of them and in favor of the said payee or holder of this note at any time and as of any term whether or not the payments provided herein are in default for the full amount due or to become due hereunder, with costs of suit, release of errors, without stay of execution and with fifteen percent added for collection fees; and also waive the right of inquisition on any real estate that may be levied upon to collect the above indebtedness, and do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the fi. fa. said voluntary condemnation, and further agree that said estate may be sold on fi. fa. and hereby waive and release all relief from any and all appraisement, stay or exemption laws of any State now in force or hereafter to be passed; and also waive the benefit of the present and any future bankruptcy law that may be passed by the United States. The makers of this note when more than one shall be jointly and severally liable thereon.

on October 15, 1964

at Cherry Tree, Pennsylvania

Robert J. Koller

(SEAL)

Laura Koller

(SEAL)

(SEAL)

G U A R A N T E E

For value received, I, we, or either of us hereby assign the within note to The First National Bank of Barnesboro, Pa., and hereby become surety for the payment of the within note at maturity, and renewals and extensions thereof, to the payee therein named or any holder thereof, and I, we, or either of us, hereby waive protest, due presentment, demand and notice of non-payment thereof and I, we, or either of us hereby waive diligence on the part of any holder thereof in collecting said note and all defenses arising out of lack of diligence in enforcing payment thereof. I, we, or either of us at any time hereby authorize any Attorney of any Court of Record to confess judgment or judgments against me, us or either of us, for the within amount with costs of suit and 6 percent Attorney's fees, hereby waiving condemnation and inquisition and all exemption laws now in force or that are hereafter passed, and agreeing to the sale of any real estate, levied on hereafter on Fl. Fa.

(Seal)

(Seal)

(Seal)

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CLEARFIELD COUNTY, SS:

By virtue of the power of attorney above recited, we do hereby appear for and confess judgment against the said defendants and in favor of said plaintiff for the sum of \$ 2400.00, ^{Plus 6% interest amortized} with \$ 360.00 added for collection fees; in all, the sum of \$ 2760.00, with interest thereon at maturity, with costs of suit, release of errors, without stay of execution, and for said defendants waive the right of inquisition on any real estate that may be levied upon to collect the above indebtedness, and for the said defendants we also voluntarily condemn the same and authorize the Prothonotary to enter upon the fl. fa. said voluntary condemnation, and for said defendants hereby waive and release all relief from any and all appraisement, stay or exemption laws of any State now in force or hereafter to be passed, and for said defendants also waive the benefit of the present and any future bankruptcy law that may be passed by the United States.

Smith, Smith & Work
by Joseph P. Work
SHETTIG, SWOPE & SHETTIG
BY Thomas R. Swope Partner
Attorneys for Defendants

We hereby certify that the precise residence address of the Plaintiff is Barnesboro, Pennsylvania, and the last known post office address of the Defendants is Cherry Tree, Pa.

Smith, Smith & Work
by Joseph P. Work
SHETTIG, SWOPE & SHETTIG
BY Thomas R. Swope Partner
Attorneys for Plaintiff