

DOCKET NO. 174

Number	Term	Year
295	September	1961

Modern Loan Company

Versus

John F. Gallagher

Beatrice Gallagher

JUDGMENT NOTE

MODERN LOAN COMPANY

Licensed under Pennsylvania Small Loan Law
(Chapter 432. Laws of 1915, as amended.)

223 North Front Street

Phone Dickens 2-3710 Philipsburg, Pennsylvania

DEBTORS (Name and Addresses)

LOAN No. 24302

John F. Gallagher &
Beatrice Gallagher
Brisbin, Penna.

Date of this Note: October 9, 1961	FIRST PAYMENT DUE DATE: November 9, 1961	OTHERS: Same day of Each Month.	FINAL PAYMENT DUE DATE: April 9, 1963
PRINCIPAL AMOUNT OF NOTE AND ACTUAL AMOUNT OF LOAN: \$ 275.00	PRINCIPAL AND INTEREST PAYABLE IN 18 MONTHLY INSTALLMENTS	FIRST PAYMENT: \$ 19.57	OTHERS: \$19.57
			FINAL PAYMENT: Equal in any case to Unpaid Principal and Interest.

AGREED } 3% per month on that part of the unpaid principal balance not exceeding \$150;
RATE OF } 2% per month on any part thereof exceeding \$150 and not exceeding \$300; and
INTEREST } 1% per month on any part thereof exceeding \$300.

IN CONSIDERATION of a loan made in the above mentioned principal amount by the MODERN LOAN COMPANY, the undersigned, jointly and severally, promises to pay to the said company at the above mentioned office, said principal amount together with interest at the above rate until fully paid, except that after twenty-four months from date the rate of interest shall be six per centum per annum on any then unpaid balance.

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 succeeding month to and including the stated due date for the final payment, except that when any such day is a Sunday or a holiday the due date for the payment in that month shall be the next succeeding business day. Payment in advance may be made in any amount. Every payment made hereon shall be applied first to interest to date of actual payment and remainder to principal. Default in making any payment 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.

The undersigned and each of them hereby authorizes the Prothonotary or any attorney of any Court of Record at any time after date to appear for and confess and enter judgment against them or any of them, for the amount appearing to be unpaid hereunder if declaration be filed or for the principal amount hereof if no declaration be filed, with release of all errors, and do hereby waive the right of inquisition of any real estate levied upon to collect this note, hereby voluntarily condemn the same, authorize the Prothonotary to enter such voluntary condemnation upon the fieri facias, and agree that such real estate may be sold thereon; and waive and release insofar as they may all relief from all appraisalment, stay, or exemption laws of any State now or hereafter in force.

Any judgment entered hereon or on any prior note for which this note is in whole or in part mediately or immediately a renewal shall be security for the payment hereof and of any future note which is in whole or in part mediately or immediately a renewal hereof.

The makers, sureties, endorsers, and guarantors hereof consent to extensions of time of payment without notice. The receipt of a statement of the said loan as required by law is hereby acknowledged by the undersigned. The construction, validity and effect hereof shall be governed by the laws of Pennsylvania.

WITNESS the hands and seals of the undersigned the day and year first above written.

WITNESS:

John F. Gallagher
Beatrice Gallagher
Address

John F. Gallagher (SEAL)
Beatrice Gallagher (SEAL)
Address (SEAL)

SURETY

In consideration of the MODERN LOAN COMPANY granting a loan to the above maker the undersigned does hereby agree to become surety for said maker, and guarantee the payment of same at maturity, hereby waiving protest and notice of non-payment, and do hereby jointly and severally empower the Prothonotary or any Attorney of any Court of Record, at any time to appear and, with or without declaration filed, confess judgment against us or any of us for the payment of the principal amount of this note and interest on the unpaid balance at the rate set forth above, with release of all errors, and without stay of execution, hereby waiving inquisition upon any levy on real estate and agreeing to the condemnation thereof; and waiving the exemption of property from levy and sale under any exemption laws now in force or which may be hereafter passed.

Changes in the date of payment, or a reduction of the amount of the scheduled payments or any extension of the period for payment of the above note, may be made without notice and shall in no way affect our liability hereunder.

WITNESS our hands and seals the day and year first above written.

WITNESS:

Address

(SEAL)
(SEAL)
(SEAL)

295 Sept 1961

Account No. 24302

Date October 9, 1961

JUDGMENT NOTE

FROM

John F. Gallagher

Beatrice Gallagher

TO

MODERN LOAN COMPANY

223 North Front Street
PHILIPSBURG, PENNSYLVANIA

\$275.00

