

DOCKET NO. 174

Number      Term      Year

297      September      1961

Philipsburg Thrift Corporation

Versus

John Walko

Harriet Walko

**JUDGMENT NOTE**

**PHILIPSBURG THRIFT CORPORATION**  
 Licensed Under Pennsylvania Small Loan Law  
 (Chap. 432, Laws 1915, as amended)  
 Front and Pine Streets  
 Philipsburg, Pennsylvania  
 Phone: 141

DEBTORS (Names and Addresses) **John & Harriett Walko**  
 Box 789  
 Osceola Mills, Pa.  
 LOAN No. 5763.

DATE OF THIS NOTE	FIRST PAYMENT DUE DATE	OTHERS:	FINAL PAYMENT DUE DATE:
August 20, 1958	September 20, 1958	Same day of Each Month	August 20, 1959
PRINCIPAL AMOUNT OF NOTE AND ACTUAL AMOUNT OF LOAN: \$ 50	PRINCIPAL AND INTEREST PAYABLE IN 12 MONTHLY INSTALLMENTS	FIRST PAYMENT \$ 5.02	OTHERS: FINAL PAYMENT Equal In Any Case to Unpaid Principal and Interest.
AGREED RATE OF INTEREST	3% per month on that part of the unpaid balance not exceeding \$150; 2% per month on any part thereof exceeding \$150 and not exceeding \$300; and 1% per month on any part thereof exceeding \$300.		

IN CONSIDERATION of a loan made in the above mentioned principal amount by the Philipsburg Thrift Corporation, the undersigned jointly and severally, promises to pay to the said corporation 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. 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 appraisement, 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

*Harriet Walko*  
*Swanson*

Address

(SEAL)

(SEAL)

(SEAL)

**SURETY**

In consideration of the Philipsburg Thrift Corporation 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

(SEAL)

(SEAL)

Address

(SEAL)