

DOCKET NO. 174

Number	Term	Year
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302	September	1961
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Security Building & Loan Assoc.

Versus

Walter Henry

Florence E. Henry

302 Sept 1961

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA, No.
Term, 1961

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

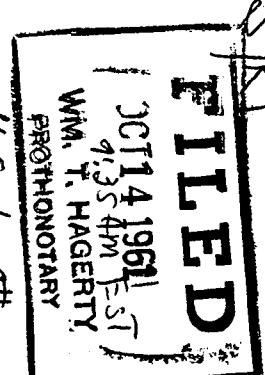
-vs-

WALTER HENRY and
FLORENCE E. HENRY

DECLARATION

570

24



4.50 by attorney

BELL, SILBERBLATT & SWOOPPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

-vs-

WALTER HENRY and
FLORENCE E. HENRY

No. 302 Sept

Term, 1961

DECLARATION

The Plaintiff's claim in the above stated action is founded on a Bond hereunto annexed under the hands and seals of the Defendants, dated the 28th day of September, 1960, secured by a Mortgage, dated the 28th day of September, 1960, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book 192, page 289, in and by which Bond the Defendants stand bound unto the Plaintiff in the sum of Nine Thousand Dollars (\$9,000.00) conditioned for the payment of the just sum of Four Thousand Five Hundred Dollars (\$4,500.00), together with interest thereon and all fines and charges as imposed by the Constitution and By-Laws of the Plaintiff, said Bond and Mortgage being payable at the rate of Forty-Eight and 60/100 Dollars (\$48.60) per month as monthly contribution for premium, interest and dues on twenty-two and one-half (22 $\frac{1}{2}$) shares of the 75th Series of the Capital Stock of the Plaintiff.

The aforesaid Bond and Mortgage are now in default for failure to pay the required monthly payment thereof.

The aforesaid Bond contains a Warrant of Attorney, authorizing any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere to appear for the Defendants therein and confess Judgment against them for the said penal sum with costs of suit, a ten percent (10%) attorney's commission, and a release of all errors in the entry of said Judgment, and waives the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

The Plaintiff avers that there is justly due and owing to it out of the said penal sum the following, to wit:-

Principal balance due \$ 4,562.06
Attorney's commission. 456.21
Total. \$ 5,018.27

With interest after October 5, 1961

BELL, SILBERBLATT & SWOOP
By

Richard A. Bell
Attorneys for Plaintiff

CERTIFICATE OF RESIDENCE

To William T. Hagerty, Prothonotary

Sir:

I hereby certify that the address of the Security Building and Loan Association of Clearfield, Pennsylvania, is Clearfield, Clearfield County, Pennsylvania; and the address of Walter Henry and Florence E. Henry is 1416 Daisy Street, Lawrence Township, Clearfield County, Pennsylvania.

BELL, SILBERBLATT & SWOOP
By

Richard A. Bell
Attorneys for Plaintiff

AFFIDAVIT AS TO MILITARY SERVICE

Richard A. Bell, being duly sworn according to law, deposes and says that he is acquainted with the Defendants, Walter Henry and Florence E. Henry, and to the best of his knowledge and belief neither of the said Defendants is now in the Military Service or Naval Service of the United States or its allies, or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of 1940 and its amendments.

Richard A. Bell

Sworn and subscribed to
before me this 14th day
of Oct , 1961.

Wm T. Hegarty

PROTHONOTARY
My Commission Expires
Sat Monday Jan. 1962

Know all Men by these Presents,

That We, WALTER HENRY and FLORENCE HENRY, his wife, of Lawrence Township, Clearfield County, Pennsylvania, are

held and firmly bound unto the SECURITY BUILDING AND LOAN ASSOCIATION OF CLEARFIELD, PENNSYLVANIA, Clearfield County and State of Pennsylvania, in the sum of Nine Thousand (\$9,000.00) - - - - - Dollars, lawful money of the United States of America to be paid to said Association, their certain attorney, successors or assigns: To which payment well and truly to be made we do bind our

heirs, executors and administrators firmly by these presents. Sealed with our seal. Dated the Twenty-eighth day of September in the year of our Lord one thousand nine hundred and sixty.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Walter Henry and Florence Henry, his wife, their heirs, executors and administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named Association, or to their certain Attorney, successors or assigns, the just sum of Four Thousand Five Hundred (\$4,500.00) - - - - - Dollars such as above said, at any time during the existence or continuance of the said Association together with lawful interest for the same, and together with all fines and charges imposed by the Constitution and By-Laws of said Association, in like money, payable monthly on the last Thursday of each and every month hereafter, and shall also well and truly pay, or cause to be paid unto the said Association, their successors or assigns, the sum of Forty-Eight and 60/100 (\$48.60) - - - - - Dollars, on the said Last Thursday of each and every month hereafter, as and for the monthly contribution for premium interest and dues on 22½

Shares of the 75th Series of the Capital Stock of the said Association now owned by the said Walter Henry and Florence Henry, his wife, without any fraud or further delay: PROVIDED HOWEVER, and it is hereby expressly agreed that if at any time default shall be made in the payment of four monthly contracted payments or of the said principal money when due, assessments or premiums for insurance on the property described in the Indenture of Mortgage herewith given, or of the said interest, or of the monthly premium, interest and dues, or of the said fines, and charges, or the monthly contribution on said Stock for the space of six months after any payment thereof shall fall due, or as soon as the value of each share is Two Hundred Dollars, for the space of one month after said payment shall fall due, then, and in such case, the whole principal debt aforesaid shall, at the option of the said Association, their successors and assigns, immediately thereupon become due, and payable and recoverable, and payment of said principal sum, and all interest, monthly premiums, fines and charges thereon, as well as any contribution on said 22½ Shares of the 75th Series of Stock then due, together with an Attorney's commission of ten percent., on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything herein contained to the contrary thereof in anywise notwithstanding.

AND FURTHER, we do hereby empower any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere, to appear for us and with or without a declaration filed in our names, to confess a judgment or judgments in favor of the above mentioned Association, its successors and assigns, and against us for the said sum of Four Thousand Five Hundred (\$4,500.00) Dollars with costs of suit and Attorney's Commission, as aforesaid, with a full release of all errors and without stay of execution after any default as aforesaid. And we also waive the right of inquisition upon all real estate which may be levied upon to collect the said sum, and we do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon a Fieri Facias, our said voluntary condemnation, and we further agree that said real estate may be sold upon a Fieri Facias. And the said obligors do hereby waive and release to the said Association, its successors and assigns, the benefit and advantage of all laws now in force, or that may be passed exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of the said judgment.

Signed, Sealed and Delivered
in the presence of

Richard A. Bell
as to both

Walter Henry
Florence Henry



3000

WALTER HENRY and FLORENCE

HENRY, his wife

to

The Security Building and
Loan Association
of Clearfield, Pa.