

**DOCKET NO.** 174

<b>Number</b>	<b>Term</b>	<b>Year</b>
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306	September	1961
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Community Loan Company

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**Versus**

Norman L. Yount

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Geraldine A. Yount

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# COMMUNITY LOAN COMPANY OF DUBOIS, PA.

Account No. L 30.24.3810

DuBois, Pa., OCTOBER 2 1958

1154.64

454.64 Principal  
For value received, the undersigned jointly and severally promise to pay, in the manner hereinafter mentioned, to the Community Loan Company, or order, or assigns at its licensed office in the City of DuBois, Clearfield County, Pennsylvania, the sum of  
Four Hundred Fifty Four <sup>64</sup>/<sub>100</sub> Dollars (\$ 454.64)

Dollars, without defalcation or set-off, being the actual amount of money lent and paid to the borrowers on the date hereof, together with interest until fully paid at the aggregate rate of three (3) percentum per month on that part of the unpaid principal balance of any loan not in excess of One Hundred Fifty (\$150) Dollars, and two (2) percentum per month on that part of the unpaid balance of any loan in excess of One Hundred Fifty (\$150) Dollars but not in excess of Three Hundred (\$300) Dollars and one (1) percentum per month on any remainder of such unpaid principal balance of loan, until said principal is fully paid, under the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, PL 1012, approved June 17, 1916, and the supplements and amendments thereto.

PL 1012, approved June 17, 1958, and the supplemental act of 1958, payment of the principal and interest shall be made in 24 successive monthly installments of \$ 25.00 beginning on the 30th day of October, 1958 and continuing on the 30th day of each succeeding month to and including the due date of the final

30<sup>th</sup> **SEPTEMBER**, 1960 provided that the final payment, whether made before, at, or after the date when it is due, shall in any case be equal to the unpaid principal balance and accrued interest thereon, but on any unpaid principal balance after 24 months from date hereof, interest shall be payable at the rate of 6% per annum. Payment in advance may be made in any amount. All payments hereon shall be applied first to interest to date of payment and remainder to the principal.

If default shall be made in any of the said payments on this note or any renewal thereof, as and when the same become due according to the provision hereof, or if any of the undersigned shall, or shall attempt to abscond, or move from the jurisdiction of the Courts of Pennsylvania, or shall assign, secrete or dispose of his or her property, without notice to the holder, so as to hinder, delay or defraud his or her creditors, or become insolvent, or bankruptcy proceedings be instituted by or against him or her, then, or in any of said events, at the option of the holder of this note the entire unpaid principal balance of the note, with interest as aforesaid, shall become immediately due and payable forthwith without notice.

the entire unpaid principal balance of the note, with interest as aforesaid, shall become immediately due and payable. And the undersigned, jointly and severally, hereby authorize any attorney of any Court of Record in the Commonwealth of Pennsylvania or elsewhere, at any time, or the Prothonotary thereof, with or without breach of the terms thereof, to appear for and with or without declaration filed, confess judgment against me/us in favor of the holder hereof at any time for the amount of the unpaid principal of this note, with interest at the rate aforesaid, with costs of suit, releasing all errors and waiving any stay of execution, and also the right of inquisition and extension upon any levy upon real estate is hereby waived and condemnation agreed to, and exemption of real or personal property from levy and sale or any execution is also hereby expressly waived, and no benefit of any exemption may or will be claimed under or by virtue of any exemption law now in force or which may be hereafter passed; such judgment may be entered against me/us, the undersigned, at the same or different times, at the option of the holder, by filing a true copy of this note in the Prothonotary's office. Each maker, co-maker, endorser, guarantor, surety or other party hereto waives notice of demand, default, protest, and notice of protest, and non payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, deferment or deferrals, without notice to and without release from liability to either or any of them; if entered against more than one, it shall be joint and several and the judgment may be satisfied as to any one or more parties, without thereby releasing any other party from full liability for the unpaid balance. The acceptance by the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce any of the conditions of this agreement.

The judgment entered upon this note, or upon the note of which this note is a renewal, or part-renewal, shall be collateral security for this loan and for any and all renewals or part-renewals hereof, and for any and all new loans made during the life of said judgment, and shall not be satisfied until all of the indebtedness of any of the makers hereof to the payee, shall be fully paid.

satisfied until all of the indebtedness of any of the makers hereof to the payee, shall be fully paid.  
I/we acknowledge the receipt of a statement of the above loan from the lender as required by the Small Loan Law upon which also is printed in English a copy of the maximum interest rate section of the Small Loan Law. And I/we do hereby certify and warrant that I/we am/are not in the class and condition of borrowers referred to in section 2 of the Act approved June 17, 1915, PL 1012 and the amendments and supplements thereto. I/we do hereby certify that this note is given for my own personal benefit and

1000<sup>00</sup> do hereby certify that this note is given for my own personal benefit and for the improvement of my acreage estate and that I do not sign as accommodation endorser, maker, guarantor, or surety for any other person.

WITNESS OUR HANDS AND SEALS:

✓ (Signature) John C. Warkens John C. Warkens (Seal)

Witness \_\_\_\_\_ (Seal)

Witness John (Signature) (Seal)

Witness \_\_\_\_\_ (Seal)

**Witness** \_\_\_\_\_ (Seal)

**Witness** \_\_\_\_\_ (Seal)

**Witness** \_\_\_\_\_ (Seal)

WITNESS OUR HANDS AND SEALS:

WITNESS OUR HANDS AND SEALS:

X Geraldine A. Young (Seal)  
Norman A. Young (Seal)

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----- (Seal)

----- (Seal)

----- (Seal)

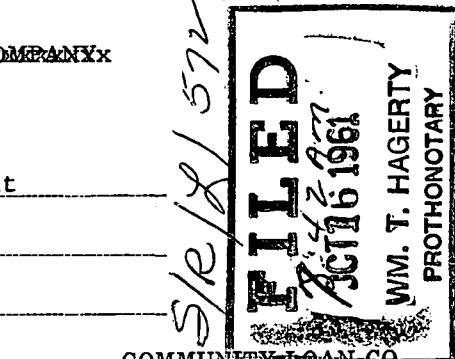
306 Sept 1961  
No. \_\_\_\_\_ Term 19 \_\_\_\_\_

I hereby certify that the correct name and address and the precise residence of the Plaintiff in this judgment is:

COMMUNITY LOAN COMPANY  
COMMUNITY CONSUMER DISCOUNT CO. COMPANY  
DuBois, Pennsylvania

and that the correct name and the last known address of the Defendant is:

43. 73  
Geraldine A. Yount and Norman L. Yount  
315½ Pifer Street, DuBois, Penna.



By \_\_\_\_\_

James A. Gaffey  
Pres. \_\_\_\_\_