

DOCKET NO. 173

Number Term Year

313 February 1961

Capital Finance Corporation

Versus

Frank A. Kitchen

Agnes B. Kitchen

N ☒ PC FC

ACCOUNT NUMBER
1-15367

YOUR INSURANCE EXPIRES

NAME AND ADDRESS

³⁵
Kitchen, Frank A. & Agnes B
¹⁵
Route 1, LaJesse, Pa.

Brown **7-8832**
PHONE

DATE
WILL
PAY **13**

NOTE

CAPITAL FINANCE CORPORATION
PAYEE

304 W. Mahoning St.,

Punxsutawney, PENNSYLVANIA

PRINCIPAL AND INTEREST PAYABLE IN 22		PAYMENTS (EXCEPT FINAL)*		FREQUENCY	
CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING 1-13-61		\$ 24.00 EACH M		3	
INTEREST	CODE	DATE OF NOTE	SIZE CODE	AMOUNT OF LOAN (PRINCIPAL)	FINAL PAYMENT DUE
3-2-1	62	1-13-61	8	\$ 404.00	1-13-63

*The last payment shall include any unpaid principal balance and interest accrued on the date due. All unpaid principal in default shall bear interest stated below, until loan is fully paid.

The undersigned jointly and severally promise to pay to the order of the above named payee at its above address, the aforesated Amount of Loan on the terms and conditions herein set out, with agreed interest on the Amount of Loan of 3% per month on any unpaid principal balance of \$150 or less, 2% per month on any such balance in excess of \$150 but not in excess of \$300 and 1% per month on any remainder of unpaid principal balance of loan; except that after 24 months from Date of Note, the rate shall be 6% per annum. Payment may be made in advance in any amount at any time but from any payment made, the proceeds shall be applied first to all interest in full to the date of payment, at the agreed rate. Failure to pay any installment when due shall cause the entire unpaid principal balance with accrued interest to become immediately due and payable at the option of the holder, without notice.

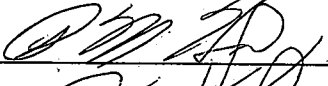

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party, hereby jointly and severally waive presentment, notice of dishonor and protest and diligence in bringing suit against any such party, and agree that discharge or release of any such party shall not discharge any other party, and that any time of payment may be extended, or the holder's right to enforce this note postponed, at any time without notice and without discharging any such party, and further, jointly and severally authorize irrevocably any attorney of any court of record of Pennsylvania or elsewhere, or the Prothonotary or Clerk thereof, at any time, whether there is default or not, to appear for them, or any of them, and waive the issuing and service of process and confess judgment against them, or any of them, in favor of the holder hereof for the total amount, including interest, unpaid on this note, and for costs of suit, with or without declaration, waive and release all errors, stays of execution, exemptions, inquisitions, appraisements, voluntarily condemn real estate, and authorize the Prothonotary, or Clerk, to enter upon the fi. fa. the voluntary condemnation, and agree that the estate, or estates, may be sold on a fi. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's, office. Further, all such parties themselves hereby jointly and severally waive all stays of execution, exemptions, inquisitions, appraisements, and voluntarily condemn their, or his, estates and authorize the Prothonotary, or Clerk, to enter upon the fi. fa. their, or his, voluntary condemnation and agree that their, or his, estates may be sold on a fi. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office; and waive all right of appeal.

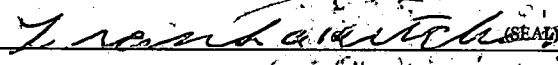
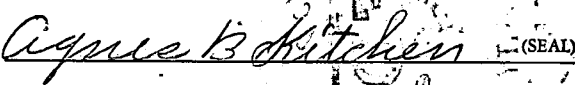
All parties to this note, whether maker, co-maker, endorser, guarantor, surety or other party hereby jointly and severally authorize any such party to act as the agent of all or any of them, and the acts of any such party in all dealings with the holder relating to this note are hereby ratified and confirmed and notice is hereby waived.

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.

Witness our hands and seals; we intend to be legally bound on this note.

Witnessed:

 (SEAL)
 (SEAL)
(SEAL)

(SEAL)

NOTE
 CAPITAL FINANCE CORPORATION
 PAYEE
 PENNSYLVANIA

NAME AND ADDRESS 1200 N. 10th St. Allentown, Pa. 18101		ACCOUNT NUMBER 12345678	YOUR INSURANCE EXPIRES 12/31/61
DATE 12/1/61	PHONE 261-1234		
PAYMENTS (EXCEPT FINAL) EACH \$ 50.00		PRINCIPAL AND INTEREST PAYABLE IN CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING 12/1/61	
FREQUENCY 3			
DATE OF NOTE 12/1/61	SIZE CODE 0	CODE 0	INTEREST 3-1-1
AMOUNT OF LOAN (PRINCIPAL) \$ 100.00	FINAL PAYMENT DUE 1-1-62		

The last payment shall include any unpaid principal balance and interest accrued on the date due. All unpaid principal in default shall bear interest stated below, until loan is fully paid.

The undersigned jointly and severally promise to pay to the order of the above named payee at its above address, the aforesaid Amount of Loan on the terms and conditions herein set out, with agreed interest on the Amount of Loan of 3% per month on any unpaid principal balance of \$150 or less, 5% per month on any such balance in excess of \$150 but not in excess of \$300 and 7% per month on any remainder of unpaid principal balance of loan, except that after 24 months from Date of Note, the rate shall be 6% per annum. Payment may be made in advance in any amount at any time but from any payment made, the proceeds shall be applied first to all interest in full to the date of payment, at the agreed rate. Failure to pay any installment when due shall cause the entire unpaid principal balance with accrued interest to become immediately due and payable at the option of the holder without notice.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party, hereby jointly and severally waive presentment, notice of dishonor and protest and liability in bringing suit against any such party, and agree that discharge or release of any such party shall not discharge any other party, and that any time of payment may be extended, or the holder's right to enforce this note postponed, at any time without notice and without discharging any such party, and further, jointly and severally authorize irrevocably, exclusively or any court of record of Pennsylvania or elsewhere, or the Prothonotary or Clerk thereof, at any time, whether there is default or not, to appear for them, or any of them, and waive the issuing and service of process and contest judgment against them, or any of them, in favor of the holder hereof for the total amount including interest, unpaid on this note, and for costs of suit, with or without declaration, waive and release all errors, stays of execution, exemptions, appraisements, voluntarily condemned estate, and authorize the Prothonotary or Clerk to enter upon the estate, or estate, may be sold on a bid, and that judgment may be entered against them, or any of them, by filing a true and correct copy of this note in the Prothonotary's, or the Clerk's office, and voluntarily condemn their, or his, estate and authorize the Prothonotary, or Clerk, to enter upon the estate, or his, voluntarily condemnation and agree that their, or his, estate may be sold on a bid, and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office, and waive all right of appeal.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party, hereby jointly and severally authorize any such party, and the acts of any such party in all dealings with the holder relating to this note are hereby ratified and confirmed and notice is hereby given that any judgment entered hereon or on any prior note for which this note is in whole or in part, mediately or immediately a renewal hereof, and any future note which is in whole or in part mediately or immediately a renewal hereof.

Witness our hands and seals; we intend to be legally bound on this note.

FILED
 12/1/61
 MAR 10 1962
 MM. T. HAGERTY
 PROTHONOTARY
 (SEAL)

3/1/62
 12/1/61
 [Signatures]
 Witnessed:
 [Signature]