

DOCKET NO. 174

Number	Term	Year
314	May	1961

Community Consumer Discount Company

Versus

Phyllis J. Swatsworth

Clifford L. Swatsworth

Helen F. Tatters,

Blaine M. Tatters

Community Consumer Discount Company  
of DuBois, Pa.

1944.00

DuBois, Pa., JUNE 12 1961

For value received, the undersigned jointly and severally promise to pay to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., or order, or assigns, at its office in the City of DuBois, Pa., the sum of ONE THOUSAND NINE HUNDRED Forty Four<sup>3</sup> No/100 Dollars, without defalcation or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 66, approved the 8th day of April, A. D., 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of FIFTY Four<sup>3</sup> No/100 — Dollars, each followed by

equal installments of \_\_\_\_\_ Dollars each, the first installment

falling due 7. 25. 61 and continuing each 25th of every MONTH

If default shall be made in the payment of any of the said installments as and when the same become due according to the provisions hereof, or if any of the undersigned shall, or shall attempt to abscond, or move from the jurisdiction of the Courts of this County or shall assign, secrete, or dispose of his or her property, without notice to the holder hereof, then, or in any of said events, the whole principal sum of this note or such portion thereof as shall then remain unpaid, with interest and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice and interest shall be charged for any extension, deferment or default at the rate of 1 1/2% per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five cents.

And further do hereby authorize any attorney of record of Pennsylvania, or elsewhere, or the Prothonotary thereof, to appear for me/us and with or without declaration filed, to confess judgment against me/us in favor of the holder hereof at any time for the above sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent added for Attorney's fees for collection; and for value received, do also waive the right and benefit of any law of this or any other State exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on a fi. fa. with release of errors thereof and agree that judgment may be entered against me/us 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 deferments, without notice to and without release from liability to either or any of them. 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.

And further I, Phyllis J. Swanson, do hereby certify that this note is given for my own personal benefit and for the improvement of my separate estate, and that I do not sign as accommodation endorser, maker, guarantor, or surety for any other person.

Witness

(Seal)

Witness

(Seal)

**GUARANTOR**

(Seal)

Witness

(Seal)

(Seal)

Witness

(Seal)

Witness

(Seal)

Witness

And I/we do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, or the Probationary thereon, to appear for me/us and confess judgment against me/us at any time for the within sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent added for attorney's fees for collection; and for value received do sign waive the right and benefit of any law of this or any other State concerning property, real or personal from sale, and if levy be made on land do also waive the right of garnishment and collection to the sheriff or any other officer within the state or territory to sell the same on the same note and endorsemant and further agree that the above provisions shall bind me whether I appear as plaintiff or defendant or successor in interest or otherwise.

For a valuable consideration I/we do hereby guarantee the payment and protest and notice of protest and I/we do hereby consent that the holder hereof according to the terms and conditions hereof, writing presentment, demand for payment, protest and notice of protest and garnishment or extensions of time, determine or determine, to the maker without notice to and without releasing me/us from liability hereunder.

# STATEMENT OF JUDGMENT

Docket No. <sup>174</sup> .....

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company .....

DuBois, Pa. ....

VERSUS

Clifford L. Swatsworth .....

Phyllis J. Swatsworth .....

Blaine M. Tatters, Guarantor .....

Helen F. Tatters, Guarantor .....

Entered of Record      13th day of  
Certified from Record      13th day of

June                    1961                    7:40 AM EST  
June                    1961

314                    TERM      May 19 61  
Penal Debt                    \$ .....  
Real Debt                    \$ 1944.00  
Atty's Com.                    15%                    \$ .....  
Int. from                    June 12, 1961 .....  
Entry & Tax                    By Plff.      \$ 3.50...  
Att'y Docket                    \$ .....  
Satisfaction Fee                    1.00  
Assignment Fee                    1.00  
Instrument                    D. S. B. ....  
Date of Same                    June 12 ..... 19 61  
Date Due                    In Installments 19....  
Expires                    June 13 ..... 19 66

*Howard D. Swatsworth*  
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on April 5, 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

*James A. Hoffman, Jr.*  
Plaintiff  
COMMUNITY CONSUMER DISCOUNT CO.  
DUQUESNE, PA.  
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, 1962, for value received hereby assign, transfer and set over to Address Assignee of above Judgment, Debt, Interest and Costs without recourse.

**FILED**

APR 12 1962  
CHARL E. VONLICH  
PROTHONOTARY

150 PA