

**DOCKET NO.** 175

**Number**      **Term**      **Year**

320      November      1961

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Community Consumer Discount Co.

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**Versus**

Richard Evans

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Donna Evans

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# Community Consumer Discount Company of Clearfield, Pa.

\$.2457.00....

Clearfield, Pa. December 16, 1961

For value received, the undersigned jointly and severally promise to pay

to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., or order, or assigns, at its office in the Borough of Clearfield, Pa.,

the sum of **Two Thousand Four Hundred Fifty Seven and 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, 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of **Sixty Eight and 25/100----- Dollars each, followed by**

**no** equal installments of **none** **Dollars each, the first installment**

**falling due Jan. 15, 1962 and continuing each 15th day of every month thereafter.**

If default shall be made in the payment of any of the said installments of this note or any renewal thereof, as and when the same become due according to the provisions hereof, or the provisions of any renewal hereof, or if any of the undersigned shall attempt to abscond, or move from the jurisdiction of the Courts of this County, or shall assign, secret, or dispose of his or her property, without notice to the holder hereof, then, or in any of the said events, the whole principal sum of this note or any renewal hereof or such portion thereof as shall then remain unpaid, with interest, costs 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 to the undersigned, and interest shall be charged for any extension, deferment or default at the rate of 1½% per cent per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five (25c) cents.

And the undersigned do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the above sum, with or without defalcation, with interests above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note, and consent to the condemnation thereof with full liberty to sell the same on a fi. fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

Each maker, co-maker, endorser, guarantor, 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, or deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance of 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 the conditions of this agreement.

..... Witness

..... (SEAL)

..... Witness

..... (SEAL)

..... Witness

..... (SEAL)

..... Witness

..... (Please sign your name in full) (SEAL)

For a valuable consideration the undersigned hereby guarantee the payment of the within note to the lawful holder thereof according to the term and tenure thereof, waiving presentment, demand for payment, protest, and notice of protest, and hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time to the maker without notice to and without releasing the undersigned from liability hereunder.

And the undersigned further authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the within sum, with or without defalcation, with interest as above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note and consent to the condemnation thereof with full liberty to sell the same on a f. & f., with release of errors thereon and waiving all relief from any and all appraisalment, stay of execution, and exemption laws now in force or hereafter to be passed.

### Witness

.. (SEAL)

**Witness**

... (SEAL)

**Witnesses**

(SEAL)

This is to certify that the  
address of the following is  
a true  
correct address:

Madara, Pa.

John H. Green

3/207

PROTHC. 1934

# STATEMENT OF JUDGMENT

7680

Docket No. .... 175

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Co.

No. .... 320 ..... TERM November 19 61 ..

Penal Debt ..... \$ .....

Real Debt ..... \$ 2457.00

Atty's Com. .... 10% ..... \$ .....

Int. from ..... December 16, 1961.... .

Entry & Tax ..... By. Plff.... \$ 4.50..

Att'y Docket ..... \$ .....

Satisfaction Fee ..... \$1.50. \$1.00

Assignment Fee ..... \$2.00. \$1000

Instrument ..... D. S. B. ....

Date of Same ..... December 16... 19 61.

Date Due ..... In Installments... 19 ....

Expires ..... December 21... 19 66.

VERSUS

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Richard Evans

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Donna Evans

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Entered of Record 21st day of

December 1961 9:45 AM EST

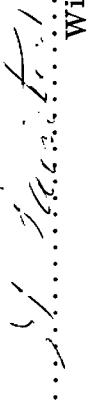
Certified from Record 21st day of

December 1961

*Wm. J. Slattery*  
Prothonotary

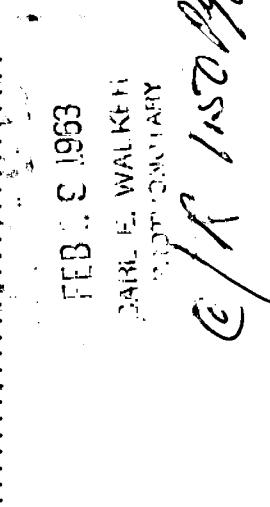
**SIGN THIS BLANK FOR SATISFACTION**

Received on . . . . . Feb., 19 . . . . ., 19 63 . . . of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.  
Community Consumer Discount Co.

  
John M. Baer  
Secretary Plaintiff  
.....  
  
J. C. Smith  
Witness

**SIGN THIS BLANK FOR ASSIGNMENT**

Now, . . . . ., 19 . . . . ., for value received . . . . . hereby  
assign; transfer and set over to . . . . . Address Assignee  
..... of . . . . .  
above Judgment, Debt, Interest and Costs without recourse.

  
John M. Baer  
Community Consumer Discount Co.  
.....  
Witness

TEB. C 963  
JAN 15 1963  
COMM. CONSUM. DISCOUNT CO.