

DOCKET NO. 175

Number	Term	Year
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321	November	1961
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First National Bank of Erie

Versus

George J. Tirch

Helen M. Tirch

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE FIRST NATIONAL BANK :
OF ERIE :
vs. : No. 321 November Term, 1961
GEORGE J. TIRCH :
HELEN M. TIRCH :
:

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

PAUL SILBERBLATT, being duly sworn according to law,
deposes and states as follows:

(1). The Defendants above named on May 10, 1961, did
execute a note in the amount of \$4,455.00 payable to Erie Bondstone
Company, which note has been assigned to the First National Bank of
Erie, Plaintiff herein.

(2). Said note calls for a payment in the amount of
\$74.25 on June 10, 1961, and a like payment of \$74.25 on the 10th
of each month thereafter until May 10, 1966.

(3). On November 10, 1961, the Defendants did default
in the payment of said note.

(4). At the time of default, the balance owing was
\$4,083.75 and as a result of said default the entire balance did
become due and owing.

(5). The Defendants are mother and son and are not in
the military service.

Paul Silberblatt
Paul Silberblatt

Sworn to and subscribed
before me this 2nd day
of December, 1961.

PAUL HONOR
By John Hon
Notary Public
Dec 2 1961

Due 10

Eric, Pa., 21 May 10 1961 \$4455.00

For value received, the undersigned jointly and severally promise(s) to pay to the order

of Eric Bondstone Co

the principal sum of Four thousand four hundred fifty five & 77/100 Dollars, at the office of The First National Bank of Erie, with interest at the rate of 6 1/4 per annum from maturity, said principal sum to be payable as follows: \$ 24.25 on June 10, 1961, and \$ 24.25 on the same day of each and every month thereafter until May 10, 1966, on which date the entire balance of the principal then unpaid shall become due and payable.

In the event that (1) (we) shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, (1) (we) promise to pay a "late charge" of five cents (5c) for each dollar so overdue, for the purpose of defraying the expense of following, up and handling, the said delinquent payment.

Upon failure to make any payment or payments as herein agreed, or in the event of the death, insolvency, bankruptcy, receivership or failure in business of any of the undersigned, or of any endorser or guarantor this note shall, at the option of its holder, become immediately due and payable, without demand or notice.

And further, (1) (we) do hereby authorize and empower the Prothonotary or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and collect judgment for the sum due and payable hereon, including the "late charge" above referred to, with or without declaration, with costs of suit, release of errors without stay or execution, and with fifteen percent added for collection fees, and also waive the right of replevin on any real estate that may be levied upon to collect this note, and do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the 1st fl. and voluntary condemnation; and further agree that said estate may be sold on a 1st fl. and hereby waive and release all relief, and any and all agreement, stay or exemption laws of any state now in force or hereafter to be passed, and also waive the benefit of the present and any future bankruptcy law that may be passed by the United States.

THE FIRST NATIONAL BANK OF ERIC

is hereby authorized to pay the proceeds of this note when and if purchased to the order of

Eric Bondstone Co

Payable at THE FIRST NATIONAL BANK OF ERIC, Erie, Pennsylvania

Address

Telephone

K. L. Lippert & Park (Seal)
✓ Hellie M. Lippert (Seal)

ERIC, 121

WITH T. REED BACH

For value received, I pay to the order of

I hereby certify that this is a true and correct copy of the original instrument filed in this matter.

John J. Tolson
Or rather say

THE FIRST NATIONAL BANK OF
ERIE

vs.
GEORGE J. TIRCH
HELEN M. TIRCH

State of Pennsylvania,
County of Clearfield

In the Court of Common Pleas

of Clearfield County,

of November Term, 1961

No. 321

B. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant's, bearing date the 10th day of May A. D. 1961, whereby the Defendant doth promise to pay to the said Plaintiff in installments the sum of \$145.00 - - - Dollars for value received, with interest from which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant's, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of \$145.00 - - - - - Dollars with interest from May 10, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: and with 15% for attorney's commission and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation, of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$145.00

Attorney's Commission (15%) \$667.50

Interest from May 10, 1961

BELL, SILBERBLATT & SWOOP

By Paul Silberblatt

Attorneys for the Plaintiff

State of Pennsylvania, } ss.
County of Clearfield

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, We, Bell, Silberblatt & Swoope by Paul Silberblatt do hereby appear for George J. Tirsch & Helen M. Tirsch the Defendants in the stated action without writ, as of November Term, 1961, and therein confess judgment against them and in favor of The First National Bank of Erie, P. the Plaintiff, for sum of \$145.00 - - - - - Dollars, with interest from May 10, 1961 and with Attorney's Commission of \$ 667.50 and costs of suit release of all errors in the entering of said judgment, and issuing of any process thereon and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation.

BELL, SILBERBLATT & SWOOP

By Paul Silberblatt

Attorney for Defendant

To William T. Hagerty, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is Erie, Penna.
and the last known address of the Defendant is First Avenue, Box 108, Osceola Mills, Pa.

BELL, SILBERBIATT & SWOOP

BY *Paul Silberbiatt*
Attorneys for Plaintiff

In the Court of Common Pleas

of Clearfield County

November Term 1961

No. 321

THE FIRST NATIONAL BANK OF
ERIE

vs.

GEORGE J. TIRCH

HELEN M. TIRCH

D.S.B.

Note of Warrant of Attorney

(A)
Debt 207 \$4455.00

Interest, 207 6%

Atty's Com. 207 \$667.50

Filed 10/13/61

Prothonotary

Bell, Silberbiatt & Swoope
Clearfield, Pa. Attorney for Plaintiff

450/LLC

STATEMENT OF JUDGMENT

Docket No. 175

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of Erie

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VERSUS

George J. Tirch 44

..... Helen M. Tirch 44

No. 321	TERM November 19 61.
Penal Debt	\$
Real Debt	\$ 4455.00
Atty's Com.	\$ 667.50
Int. from	May 10, 1961
Entry & Tax	By Atty, \$ 4.50 ..
Att'y Docket	\$ 3.00 ..
Satisfaction Fee	\$1.50 \$1.00
Assignment Fee	\$2.00 \$1.00
Instrument	D. S. B.
Date of Same	May 10 19 61.
Date Due	In Installments 19
Expires	December 21 19 66.

Entered of Record 21st day of December 19 61 10:13 AM EST

Certified from Record 21st day of December 19 61

Wm. F. Hagerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on Oct: 26, 19 . . . , of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-

THE FIRST NATIONAL BANK, C. T. RICE
is authorized to enter satisfaction on
the above judgment.

As trustee
Lucile M. Oberndorf, N. Marine, Vice pres. Plaintiff
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now,, 19, for value received hereby
assign; transfer and set over to Address Assignee

above Judgment, Debt, Interest and Costs without recourse.
of

WITNESS STATEMENT
John C. H. Smith
1957
Witness