

DOCKET NO. 174

Number	Term	Year
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322	September	1961
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Security Building & Loan Association

Versus

Ferdin E Wallace

Frances P. Wallace

65-9-01

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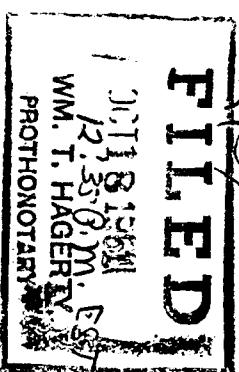
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY PENN-
SYLVANIA, No. 322 *Sept*
Term, 1961

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

-vs-

FERDIN E. WALLACE and
FRANCES P. WALLACE

DECLARATION



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BELL, SILBERBLATT & SWOOPPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SECURITY BUILDING & LOAN :
ASSOCIATION of Clearfield, :
Pennsylvania :
: :
-vs- : No. 322 Sept Term, 1961
FERDIN E. WALLACE and :
FRANCES P. WALLACE :
:

DECLARATION

The Plaintiff's claim in the above stated action is founded on a Bond hereunto annexed under the hands and seals of the Defendants, dated the 5th day of October, 1959, secured by a Mortgage, dated the 5th day of October, 1959, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book 187, page 362, in and by which Bond the Defendants stand bound unto the Plaintiff in the sum of Three Thousand Dollars (\$3,000.00) conditioned for the payment of the just sum of One Thousand Five Hundred Dollars (\$1,500.00), together with interest thereon and all fines and charges as imposed by the Constitution and By-Laws of the Plaintiff, said Bond and Mortgage being payable at the rate of Sixteen and 20/100 Dollars (\$16.20) per month as monthly contribution for premium, interest and dues on seven and one-half (7 $\frac{1}{2}$) shares of the 73rd Series of the Capital Stock of the Plaintiff.

The aforesaid Bond and Mortgage are now in default for failure to pay the required monthly payment thereof.

The aforesaid Bond contains a Warrant of Attorney, authorizing any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere to appear for the Defendants therein and confess Judgment against them for the said penal sum with costs of suit, a ten percent (10%) attorney's commission, and a release of all errors in the entry of said Judgment, and waives the right of inquisition on real estate and all laws exempting real or

personal property from levy and sale of execution.

The Plaintiff avers that there is justly due and owing to it out of the said penal sum the following, to wit:-

Principal balance due.....	\$ 1,429.73
Attorney's commission.....	142.97
Fire Insurance premiums.....	<u>21.21</u>
Total.....	\$ 1,593.91

With interest after October 5, 1961.

BELL, SILBERBLATT & SWOOP
By

Richard A. Bell
Attorneys for Plaintiff

CONFESSON OF JUDGMENT

By virtue of the Warrant of Attorney hereinabove mentioned and hereunto annexed, I hereby appear for Ferdin E. Wallace and Frances P. Wallace, Defendants in the above stated action, and confess Judgment against the said Ferdin E. Wallace and Frances P. Wallace and in favor of the Security Building and Loan Association of Clearfield, Pennsylvania, Plaintiff, for the penal sum of Three Thousand Dollars (\$3,000.00) to be released upon the payment of the principal of One Thousand Four Hundred Twenty-Nine and 73/100 Dollars (\$1,429.73), attorney's commission of One Hundred Forty-Two and 97/100 Dollars (\$142.97), and fire insurance premiums of Twenty-One and 21/100 Dollars (\$21.21), for a total of One Thousand Five Hundred Ninety-Three and 91/100 Dollars (\$1,593.91); and in accordance with the tenure of said Warrant of Attorney, I hereby do release all errors in the entry of said Judgment, waive the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

BELL, SILBERBLATT & SWOOPPE
By

Richard A. Bell
Attorneys for Defendants

CERTIFICATE OF RESIDENCE

To William T. Hagerty, Prothonotary

Sir:

I hereby certify that the address of the Security Building and Loan Association of Clearfield, Pennsylvania, is Clearfield, Clearfield County, Pennsylvania; and the address of Ferdinand E. Wallace and Frances P. Wallace is Woodland R. D., Clearfield County, Pennsylvania.

BELL, SILBERBLATT & SWOOP
By

Richard A. Bell
Attorneys for Plaintiff

AFFIDAVIT AS TO MILITARY SERVICE

Richard A. Bell, being duly sworn according to law, deposes and says that he is acquainted with the Defendants, Ferdin E. Wallace and Frances P. Wallace, and to the best of his knowledge and belief neither of the said Defendants is now in the Military Service or Naval Service of the United States or its allies, or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of 1940 and its amendments.

Richard A. Bell

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

Know all Men by these Presents,

That we, FERDIN WALLACE and FRANCES P. WALLACE, husband and wife, of Bradford Township, Clearfield County, Pennsylvania, of the one Part, are

held and firmly bound unto the SECURITY BUILDING AND LOAN ASSOCIATION OF CLEARFIELD, PENNSYLVANIA, Clearfield County and State of Pennsylvania, in the sum of **Three Thousand (\$3000.00)** Dollars, lawful money of the United States of America to be paid to said Association, their certain attorney, successors or assigns: To which payment well and truly to be made, we do bind ourselves, our

heirs, executors and administrators firmly by these presents. Sealed with our seal. Dated the 5th day of OCTOBER in the year of our Lord one thousand nine hundred Fifty-Nine.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden **Ferdin Wallace and Frances P. Wallace, their** heirs, executors and administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named Association, or to their certain Attorney, successors or assigns, the just sum of **Fifteen Hundred (\$1500.00)** Dollars such as above said, at any time during the existence or continuance of the said Association, together with lawful interest for the same, and together with all fines and charges imposed by the Constitution and By-Laws of said Association, in like money, payable monthly on the last Thursday of each and every month hereafter, and shall also well and truly pay, or cause to be paid unto the said Association, their successors or assigns, the sum of **Sixteen and 20/100 (\$16.20)** Dollars, on the said Last Thursday of each and every month hereafter, as and for the monthly contribution for premium interest and dues on **7 1/2**

Shares of the **73rd** Series of the Capital Stock of the said Association now owned by the said **Ferdin Wallace and Frances P. Wallace, husband and wife**, without any fraud or further delay: PROVIDED HOWEVER, and it is hereby expressly agreed that if at any time default shall be made in the payment of four monthly contracted payments or of the said principal money when due, assessments or premiums for insurance on the property described in the Indenture of Mortgage herewith given, or of the said interest, or of the monthly premium, interest and dues, or of the said fines, and charges, or the monthly contribution on said Stock for the space of six months after any payment thereof shall fall due, or as soon as the value of each share is Two Hundred Dollars, for the space of one month after said payment shall fall due, then, and in such case, the whole principal debt aforesaid shall, at the option of the said Association, their successors and assigns, immediately thereupon become due, and payable and recoverable, and payment of said principal sum, and all interest, monthly premiums, fines and charges thereon, as well as any contribution on said **7 1/2** Shares of the **73rd** Series of Stock then due, together with an Attorney's commission of **10%** percent., on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything herein contained to the contrary thereof in anywise notwithstanding.

AND FURTHER, we do hereby empower any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere, to appear for us and with or without a declaration filed in our name s, to confess a judgment or judgments in favor of the above mentioned Association, its successors and assigns, and against us for the said sum of **Fifteen Hundred (\$1500.00)** Dollars with costs of suit and Attorney's Commission, as aforesaid, with a full release of all errors and without stay of execution after any default as aforesaid. And we also waive the right of inquisition upon all real estate which may be levied upon to collect the said sum, and we do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon a Fieri Facias, our said voluntary condemnation, and we further agree that said real estate may be sold upon a Fieri Facias. And the said obligors do hereby waive and release to the said Association, its successors and assigns, the benefit and advantage of all laws now in force, or that may be passed exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of the said judgment.

Signed, Sealed and Delivered
in the presence of

Mrs. Margaret Morris

Ferdin Wallace SEAL
Ferdin Wallace
Frances P. Wallace SEAL
Frances P. Wallace
SEAL
SEAL