

DOCKET NO. 174

Number	Term	Year
330	September	1961

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First National Bank of Erie

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Versus

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John R. Rosman

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Mary J. Rosman

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# STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of Erie

No. 330 TERM September 19 61

Penal Debt \$

Real Debt \$ 709.56

Att'y's Com. \$ 106.43

Int. from May 23, 1960

Entry & Tax By Att'y. \$ 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 23 19 60

Date Due In Installments 19

Expires October 20 19 66

VERSUS

John R. Rosman

Mary J. Rosman

Entered of Record 20th day of October 19 61  
Certified from Record 20th day of October 19 61

8:20 AM EST

19 61

*Wm. T. Magerty*  
Prothonotary

10-7-34890

SIGN THIS BLANK FOR SATISFACTION

Received on . May 7, . . . . ., 19 63., of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-  
tary is authorized to enter Satisfaction on the same.

THE FIRST NATIONAL BANK OF ERIE

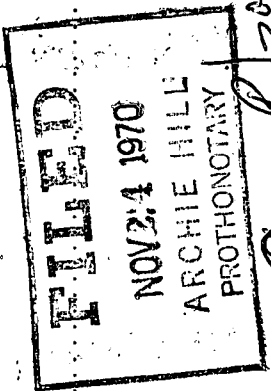
*Charles W. M. Albright*  
A. H. Mattis, Vice President  
Witness

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.

Witness



*SV*  
*R 300*

Due 10

Erie, Pa., May 23

1960

\$ 768.56

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

of Sussex Bros. Co.

the principal sum of Seven hundred nine + 56/100 Dollars, at the office of

The First National Bank of Erie, with interest at the rate of 6% per annum from maturity, said principal sum to be payable as follows:

\$ 19.71 on July 10, 1960, and \$ 19.71 on the same day of each and every month thereafter until

June 10, 1963, 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 confess 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 of execution, and with fifteen percent added for collection fees; and also waive the right of inquisition 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 Fl. Pa. said voluntary condemnation; and further agree that said estate may be sold on a Fl. Pa. and hereby waive and release all relief from any and all appraisement, 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 ERIE

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

Sussex Bros. Co.

able at THE FIRST NATIONAL BANK OF ERIE, Erie, Pennsylvania

Address \_\_\_\_\_

Telephone \_\_\_\_\_

John R. Rasmussen (Seal)  
Mary J. Rasmussen (Seal)

ERIE, PA.

19

For value received, I or we, jointly and severally, hereby sell, assign, transfer and set over unto THE FIRST NATIONAL BANK OF ERIE, or order, all my or our right, title and interest in the within note, and guarantee the payment of each installment in the within all defenses arising out of lack of diligence in enforcing payment thereof; and do hereby empower any attorney of any Court of Record to appear for me or us and with or without declaration filed, to cause any installment or installments by the maker or makers, with the percent added as part of the judgment for attorney's fee for collection, and do further hereby agree that upon failure of the maker or makers to make any payment or payments agreed to in this note, or in the event of the death, insolvency, bankruptcy, receivership or failure in business of any maker or makers, or of any or all of the undersigned, this note shall, at the option of its holder, become immediately due and payable, without demand or notice to any maker or endorser. And I, we, jointly and severally, hereby waive the right of inquisition and extension, and agree to the condemnation of any real estate levied on by virtue of any writ of execution issued hereon, and agree to the sale of said real estate on Fl. Pa., and do hereby waive all benefits of exemption laws of this Commonwealth on any levy on real or personal property made by virtue of any execution hereon, and no benefits of the benefit or stay laws shall be claimed; and further do hereby waive the benefit of the present and any future bankruptcy law that may be passed by the United States of America.

(SEAL)

(SEAL)

(SEAL)

WITHOUT RECOURSE

For value received pay to the order of

~~SUSAN BROTHMAN-000~~  
2419 W. 12th St.  
ERIE, PENNA.

By

Rose C. Schuster (SEAL)  
(Dealer-Lessor)

(Office, Partner or Trustee) (SEAL)

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

Wm. T. Hagerty  
Notary

THE FIRST NATIONAL BANK OF  
ERIE

vs.

JOHN R. ROSMAN

MARY J. ROSMAN

State of Pennsylvania,  
County of Clearfield

ss.

In the Court of Common Pleas

of Clearfield County,

of September Term, 1961

No. 330

H. 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<sup>s</sup>, bearing date the 23rd day of May A. D. 1960, whereby the Defendant doth promise to pay to the said Plaintiff in monthly installments the sum of \$709.56 - - - - - Dollars for value received, with interest from May 23, 1960 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, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of \$709.56 - - - - - Dollars with interest from May 23, 1960 as afore-said, 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 Defendant<sup>s</sup> to the said Plaintiff, to wit: The sum of \$ 709.56

The present balance is \$433.62 Attorney's Commission (15 %) \$ 106.43  
The date of default is Sept. 10, 1961 815.99  
The defendants are not in military service Interest from May 23, 1960

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt  
Attorney for the Plaintiff

State of Pennsylvania,  
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, We, Bell, Silberblatt & Swoope by Paul Silberblatt do hereby appear for John R. Rosman and Mary J. Rosman the Defendant<sup>s</sup> in the stated action without writ, as of September Term, 1961, and therein confess judgment against them and in favor of The First National Bank of Erie the Plaintiff, for sum of \$709.56 - - - - - Dollars, with interest from May 23, 1960 and with Attorney's Commission of \$ 106.43 - - - - - 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 & SWOOPE

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<sup>s</sup> is 32 Simpson Ave., DuBois, Penna.

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt  
Attorneys for Plaintiff.

In the Court of Common Pleas  
of Clearfield County  
September Term 1961  
No. 330  
The First National Bank  
of Erie  
vs.  
John R. Rosman  
Mary J. Rosman  
D.S.B.  
Note of Warrant of Attorney  
\$709.56  
Interest 6%  
\$106.43  
FILED  
JUL 20 1961  
Atty's Com  
WM. T. HAGERTY  
PROTHONOTARY  
Bell, Silberblatt & Swoope  
Clearfield, Penna.  
Attorney for Plaintiff  
4<sup>th</sup> Aug.