

DOCKET NO. 173

Number	Term	Year
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338	February	1961
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Commercial Credit Plan Consumer

Discount Company

Versus

Millard E. Trent

Mabel C. Trent

4894X
Altoona, Pennsylvania March 20, 19 61

For Value Received, on or before March 19, 19 63, Undersigned, jointly and severally, promise to pay to the order of COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, at its office in the city of Altoona, the sum of 1190.88 Dollars, in 24 equal successive monthly instalments of \$ 49.62 each, the first to become due one month after date, balance of instalments to be paid on even date of each ensuing month thereafter until paid, with interest after maturity at the rate of 1½% per month on defaulted or extended instalments.

If any instalment of this note is not paid when due, then the entire unpaid balance shall, at the option of the holder hereof, become immediately due and payable with attorney's fees of fifteen percent (15%) of the amount owing and unpaid. Each of the undersigned hereby agrees and asserts that additional makers, endorsers, guarantors or sureties may become parties hereto, either with or without notice to any of the undersigned, and without affecting the liability of any of the parties herein or hereunder; and each of the undersigned hereby waives presentment for payment, demand, protest and notice of protest and non-payment and all defenses by reason of any extension of time of its payment that may be given by the holder to the undersigned, or any of them; and each of us hereby severally waive any and all benefits or relief from valuation and appraisal laws now in force or hereafter enacted against this debt or any renewal thereof; and the undersigned each agrees that it shall not be necessary for the holder to resort to legal remedies against any of the parties to this note before proceeding against any other party, and that no release of one or more of the makers, co-makers, sureties, guarantors or other parties hereto in any capacity, whether by operation of law or by any act of the holder of this note, shall release any other maker, co-maker, surety, guarantor or other party hereto in any capacity.

The undersigned and each of them hereby irrevocably authorize any attorney at law, with or without declaration filed, to appear for Undersigned in any court of record, in term time or vacation, or before any justice of the peace, in any State of the United States, except Indiana or New Mexico, where this Note may be held or where the makers may reside or have property, and to waive the issue and service of process, and to confess a judgment against Undersigned in favor of the holder hereof for the above sum, with or without breach of the terms hereof, together with interest, costs and an attorney's fee as hereinabove provided, and to release all error and all right of appeal.

Stay of execution and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution is also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or hereafter passed.

Witness:

MILLARD E. TRENT BOX 391
MABEL C. TRENT COALPORT, PENNA.

Millard E. Trent
Mabel C. Trent

(SEAL)

(SEAL)

FORM 5003 F - BENEFITAGUANA

PRINTED IN U.S.A.

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RECEIVED BY THE U.S. DEPT. OF JUSTICE
MAR 21 1961

338 Feb 1961

FILED
MAR 21 1961
WM. T. HAGERTY
PROTHONOTARY

5/18 418

300 pd
54 due

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT PLAN
CONSUMER DISCOUNT COMPANY
ALTOONA, PENNSYLVANIA

VS.

No. 338 February Term, 1961

MILLARD E. TRENT and
MABEL C. TRENT

SUBORDINATION OF JUDGMENT

WHEREAS, the Commercial Credit Plan Consumer Discount Company of Altoona, Pennsylvania, has a judgment in the Court of Common Pleas of Clearfield County, Pennsylvania, against Millard E. Trent and Mabel C. Trent to No. 338 February Term, 1961, for the sum of \$1,190.88 and costs, which judgment now remains a lien on all the real estate of the said Millard E. Trent and Mabel C. Trent, his wife, within the County of Clearfield, Pennsylvania; and

WHEREAS, the said Millard E. Trent and Mabel C. Trent, his wife, have executed a Bond and Mortgage in favor of the First National Bank of Coalport, Pa., in the sum of \$2,300, which is the principal amount of said Bond and Mortgage, said Bond and Mortgage being dated the 25th day of Feb^r 1966. The said Mortgage herein mentioned was recorded on the 26th day of Feb^r, 1966; and

WHEREAS, the said Millard E. Trent and Mabel C. Trent have requested that the lien of the Commercial Credit Plan Consumer Discount Company under its judgment be subordinated to the lien of the Mortgage of the First National Bank of Coalport, Pa., hereinbefore mentioned, and that the lien of the said judgment shall be a subordinate and secondary lien against the property of Millard E. Trent and Mabel C. Trent described in the aforesaid Mortgage, and the lien of the Mortgage to the First National Bank of Coalport, Pa. shall be the first lien against the premises;

NOW, KNOW YE, that the said Commercial Credit Plan Consumer Discount Company, favoring the request of the said Millard E. Trent and Mabel C. Trent and in consideration of the sum of \$1.00 lawful money of the United States at the execution hereof by the said Millard E. Trent and Mabel C. Trent well and

truly paid, the receipt whereof is hereby acknowledged, has subordinated and does hereby subordinate the lien of the within judgment of the Commercial Credit Plan Consumer Discount Company, in favor of the lien of the Mortgage of the said Millard E. Trent and Mabel C. Trent to the First National Bank of Coalport, Pa., and that the lien of the said judgment of the Commercial Credit Plan Consumer Discount Company against the property of the said Millard E. Trent and Mabel C. Trent shall be a subsequent lien and following in priority the lien of the Mortgage hereinbefore mentioned; provided, however, that nothing herein contained shall be construed so as to impair the operation of the judgment of the Commercial Credit Plan Consumer Discount Company as a second lien against the real estate before described of Millard E. Trent and Mabel C. Trent, but the said judgment shall continue as a lien against the said real estate described subsequent to and following in priority the lien of the Mortgage to the First National Bank of Coalport, Pa. and shall retain its priority against all other real estate of the said Millard E. Trent and Mabel C. Trent.

IN WITNESS WHEREOF, the said Commercial Credit Plan Consumer Discount Company has caused this instrument to be duly executed by its President and duly attested and a corporate seal affixed hereto by its Secretary on this 7 day of February, 1966.

ATTEST:

COMMERCIAL CREDIT PLAN
CONSUMER DISCOUNT COMPANY
ALTOONA, PENNSYLVANIA

Secretary

By



President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA	
No. 338 February Term, 1961	
✓ COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY ALTOONA, PENNSYLVANIA	VS. MILLARD E. TRENT and MABEL C. TRENT
SUBORDINATION OF JUDGMENT	
FILED FEB 26 1966 ARCHIE HILL CLERK <i>R. J. [signature]</i>	
BELL, SILBERBLATT & SWOOPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	