

DOCKET NO. 175

Number                  Term                  Year

354                  September                  1961

Punxsutawney National Bank

Versus

Doris E. Lydic

Monojeane Miller, a/k/a

Monojeane Miller Cockbrun

# STATEMENT OF JUDGMENT

Docket No. 175 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Punxsutawney National Bank ✓

No. 354 TERM September 19 61

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

Real Debt ..... \$ 594.24

Atty's Com. .... \$ 59.42

Int. from ..... October 15, 1963 .....

Entry & Tax ..... By Plff. .... \$ 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 ..... October 7 ..... 19 61

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

Expires ..... October 25 ..... 19 66

VERSUS

Doris E. Lydic 26 ✓

Monojeane Miller, a/k/a 61 ✓

Monojeane Miller Cockbrun 64 ✓

Entered of Record 25th day of October

19 61 8:32 AM EST

Certified from Record 25th day of October

19 61

*John T. Langerty*  
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on ..... August 6, ....., 1963..., of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-  
tary is authorized to enter Satisfaction on the same.

*Marion S. ...*  
A. Cashier  
Witness

*E. J. ...*  
Cashier  
Plaintiff

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

.....  
AUG 7 1963  
CARL E. WALKER  
PROTHONOTARY  
*CR/R 1.50*

NOTE

SMALL LOAN DEPARTMENT  
PUNXSUTAWNEY NATIONAL BANK

\$ 594.24

No. 15-9620

PUNXSUTAWNEY, PA., October 7, 1961

For value received, we, the undersigned, jointly and severally, promise to pay to the order of PUNXSUTAWNEY NATIONAL BANK (hereinafter called the "bank"), at its Banking House in the Borough of Punxsutawney, Pa., the sum of Five hundred ninety-four and 24/100 Dollars, payable in 24 consecutive monthly installments of principal and interest commencing on Nov. 15 1961 and continuing on the same day of each and every month thereafter until the full amount hereof is paid. Each installment shall be in the amount of \$ 24.76 except the final installment, which shall be \$..... Any amount unpaid on the due date of the last installment shall bear interest at the rate of 6% per annum until paid.

As often as the making of any such payment shall be delayed beyond the payment date herein agreed upon, the undersigned jointly and severally, promise to pay to the holder hereof at the time of making such delayed payment and on or before the next payment date, a delinquency charge of five (5c) cents for each dollar of each delayed payment more than fifteen (15) days in arrears; provided, however, that the total of such delinquency charges shall not exceed fifteen (\$15) dollars and that only one such delinquency charge shall be made on any one delayed payment; and the undersigned, jointly and severally, further promise to repay the Bank immediately upon demand by the Bank therefor (a) any premium or premiums paid by the Bank for insurance upon any chattel, or chattel leased by the Bank to the Borrower or upon which the Bank holds a chattel mortgage; (b) any amount necessary to reimburse the Bank for fees paid to any public officer for filing, recording or releasing any instrument or lien pertaining to such leased or mortgaged chattel or chattels.

Upon failure to make any payment or repayment as hereinabove agreed, or upon failure of the Borrower to secure and maintain the insurance aforesaid, or upon the death of the Borrower, or in case of the insolvency, bankruptcy or failure in business of any of the undersigned, this note shall, at the option of its holder become immediately due and payable, without demand or notice. We hereby agree to be and remain jointly and severally liable for any indebtedness represented by this note in excess of the amount then paid. We each waive notice of dishonor in event of this note maturing and being unpaid in whole or in part.

And further, the undersigned or either or any of them does hereby jointly and severally empower any attorney of any court of record within the United States or elsewhere to appear for me, us, or either of us, and with or without declaration filed, confess judgment in favor of the above payee or any holder hereof against me, us, or either of us, as of any term, for the above sum with costs of suit and attorney's commission of ten percent for collection; with release of all error and without stay of execution and inquisition and extension upon any levy is hereby expressly waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution hereon is also hereby expressly waived. We expressly covenant that no benefit of exemption under or by virtue of an exemption law now in force, or which may be hereafter passed by any State or Nation, shall be claimed by us or by any of us.

ADDRESSES: (give complete address)

Box 93  
Mahaffey, Pa.  
Clearfield County

SIGNATURES: (write in full)

1. Borrower Morris E. Lytle (Seal)
2. Borrower Margaret Miller (Seal)
3. Co-Maker Margaret Miller (Seal)
4. Co-Maker ..... (Seal)

For a valuable consideration I do hereby guarantee the payment of the within note to the lawful holder thereof according to the terms and tenure thereof, waiving presentment, demand for payment, protest and notice of protest and I do 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 me from liability hereunder.

And I/we do further agree that if at any time default shall be made in the payment of all of the obligation evidenced by the within note or of any installment thereof that in such event I/we shall then be liable for the payment to Punxsutawney National Bank, Punxsutawney, Pennsylvania, of the entire amount of such obligation evidenced by the within note or of any part thereof that is unpaid at that time without recourse to the signer or signers of the within note.

And I do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for me and confess judgment against me at any time for the within sum with costs of suit, release of errors, without stay of execution and with ten percent added for attorney's fees for collection; and for value received do also waive the right and benefit of any law of this or any other state exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell same on fi. fa. with release of errors thereon, and agree that judgment may be entered against me in the prothonotary's office by filing a true copy of the within note and endorsement and further agree that the above provisions shall bind me whether I appear as first or subsequent guarantor.

.....(SEAL)

.....(SEAL)

.....(SEAL)

CLEARFIELD COUNTY,  
IN THE COURT OF COMMON PLEAS OF ~~JEFFERSON COUNTY~~, PENNSYLVANIA

PUNXSUTAWNEY NATIONAL BANK,  
Plaintiff,

v.

DORIS E. LYDIC,  
MONOJEANE MILLER, a/k/a  
MONOJEANE MILLER COCKBRUN.

Defendant(s)

No. 354

September

Term 1961...

STATEMENT AND CONFESSION OF JUDGMENT

The Plaintiff's claim in this case is founded on a single bill, with power of attorney to confess judgment, of which the following is the original:

The Plaintiff claims that the above single bill remains due and unpaid.

NEVLING AND DAVIS

By William Davis

Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF JEFFERSON

SS.

By virtue of the Power of Attorney above recited, I do hereby appear for the Defendant(s) named in the caption hereof and confess judgment against said Defendant(s) and in favor of Punxsutawney National Bank, Plaintiff, as follows:

Debt . . . . . \$ 594.24  
Attorney's commission . . . . \$ 59.42  
Judgment . . . . . \$ 653.66  
Interest at the rate of six (6%) percent per annum from  
October 15, 1963

The principal and interest is due and payable in 24 consecutive monthly installments of \$24.76 commencing on November 15 1961, with costs of suit, release of all errors, without stay of execution; and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to, and the exemption of personal property from levy and sale on any execution thereon is also hereby expressly waived, and no benefit of exemption is to be claimed under and by virtue of any exemption law now in force, or which may hereafter be enacted.

NEVLING AND DAVIS

By William Davis

Attorney for Defendant(s)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Punxsutawney National Bank, Plaintiff in this Judgment, is 116 East Mahoning Street, First Ward, Borough of Punxsutawney, Jefferson County, Pennsylvania; and that of the Defendant(s) is Village of Mahaffey, Clearfield County, Pennsylvania.  
Bell Township,

Attorney for Plaintiff

354 September Term 1961

IN THE COURT OF COMMON PLEAS OF  
~~BERK~~ COUNTY, PENNSYLVANIA.  
CLEARFIELD

PUNXSUTAWNEY NATIONAL BANK,  
Plaintiff,

v.

DORIS E. LYDIC,  
MARGARET MILLER, a/k/a  
MARGARET MILLER COCKBRUN.

Defendant(s)

STATEMENT IN ASSUMPSIT AND  
CONFESSION OF JUDGMENT

Debt . . . \$ 594.24  
Attorney's Commission . \$ 59.42  
Judgment . . . \$ 653.66  
Interest from October 15, 1963

Filed and judgment entered thereon the

21st day of October 1961

at \_\_\_\_\_ of Block \_\_\_\_\_

6 8:30 am OCT 21 1961 JESSE F. LONG

WITNESSES:

REVEREND JOHN DAVIS  
Pastor of the  
First Baptist Church  
JESSE F. LONG

Attorney at Law  
246 West Mahoning Street  
Punxsutawney, Pennsylvania  
Attorney for Plaintiff