

DOCKET NO. 173

Number	Term	Year
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<u>377</u>	<u>February</u>	<u>1961</u>
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County National Bank at Clearfield

Versus

Earl Luzier

Ethel M. Luzier

THE COUNTY NATIONAL BANK AT.....
 CLEARFIELD.....
 vs.
 EARL LUZIER and ETHEL M.....
 LUZIER.....
 State of Pennsylvania, { ss.
 County ofCLEARFIELD.....

In the Court of Common Pleas
 ofCLEARFIELD..... County,
 ofFeb..... Term, 1961
 No. 377
 D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hands and seals of the Defendants , bearing date the 16th..... day of.....January..... A. D. 1961 , whereby the Defendant doth promise to pay to the said Plaintiff the sum of Three Thousand Fourteen and .86/100 (\$3,014.86) Dollars, for value received, with interest from.....January 16, 1961.....which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendants , and after one or more declarations filed, to confess judgment against..... them.....and in favor of said Plaintiff for the said sum of Three Thousand Fourteen and .86/100 (\$3,014.86) Dollars with interest from.....January 16, 1961.....as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers as contained in said contract.....

.....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 \$....3,014.86.....

Interest from.....January 16, 1961.....
 Attorneys Commission 10% 301.49
 BY: *Joseph P. Work* 331635
 SMITH, SMITH & WORK
 Attorney for Plaintiff

State of Pennsylvania, { ss.
 County ofClearfield.....

By virtue of special warrant of Attorney above mentioned, and hereunto annexed,..... Smith, Smith & Work, Attorneys, to appear for the Defendants in the stated action without writ, as of.....Term, 1961 , and therein confess judgment against.....them..... and in favor of.....The County National Bank..... the Plaintiff , for sum of.....Three Thousand fourteen and .86/100 (\$3,014.86) Dollars, with interest from.....January 16, 1961..... costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon..... together with all waivers.....

.....SMITH, SMITH & WORK.....

BY: *Joseph P. Work*
 Attorney for Defendant s .

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.....Clearfield, Pennsylvania.....

SMITH, SMITH & WORK
BY: *Joseph P. Work*

Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County
Term 19
No. 377

The County National Bank at
Clearfield.....

vs.
Earl Luzier and Ethel M.
Luzier.....

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$3,014.86

Interest,

from 1-16-61
2%
Atty's Com. - 301.49

Filed
435
2/10/61
SMITH, SMITH & WORK Prothonotary
BY: *Joseph P. Work*
Attorneys for Plaintiff

FILED

3-5-61

For value received I / We hereby assign the within note to The County National Bank At Clearfield and guarantee payment thereof in accordance with its terms. And further I / We empower the holder or any attorney of any Court of Record to confess judgment at any time against me / us jointly or severally for the sum named in this note together with ten per cent Attorney's Commission hereby waiving inquisition and all the benefits of all exemption laws.



613.50
2342.28
5285

J. S. R.

Clearfield, Pa., Jan 16 1964 No. 2751
For Value Received I/We promise to pay to the order of

the sum of

\$ 304.56

Three thousand ~~Three hundred~~ ~~36~~ Dollars
without defalcation, with interest at the rate of 6% per annum, payments to be made at the rate of
\$ 50.00 per Mo beginning Jan 16, 1964, to be applied first to

interest and the balance to principal, the entire unpaid balance to be paid Jan 16, 1964.
In case said installments, or any of them, are not paid within 15 days after the same become due, or any fire insurance premiums or taxes on any property against which this note may be entered as a lien are not paid when due, the whole of said principal sum shall forthwith become due and payable at the option of the holder of this note.

In event that I/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, I/We promise to pay a "late charge" of five cents (5) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

I/We hereby expressly waive inquisition, stay of execution and the benefit of all exemption laws, and I/We further empower the holder or any attorney of any Court of Record within the United States to appear for me/us and confess judgment against me/us for the above sum, with above waivers, costs of suit, release of errors and with ten per cent Attorney's Commission.

Payable at the County National Bank at Clearfield, Pa.

ADDRESS

Mr. P.

N. S. R.

Carl Springer SEAL

DUE

Edsel M. Dugan SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

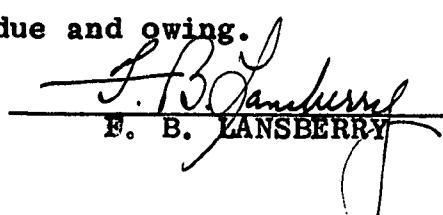
THE COUNTY NATIONAL BANK :
AT CLEARFIELD, Plaintiff :
VS. : No. 377 Feb. Term, 196 /
EARL LUZIER and ETHEL M. :
LUZIER, Defendants :

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA:
SS:
COUNTY OF CLEARFIELD :

F. B. LANSBERRY being duly sworn according to law, deposes and says as follows:

- (1). That he is Vice President and Cashier of The County National Bank at Clearfield, and as such he is authorized to make this Affidavit.
- (2). That the above named defendants, Earl Luzier and Ethel M. Luzier, are indebted to The County National Bank at Clearfield, in the sum of Three Thousand Fourteen Dollars and 86/100 (\$3,014.86) with interest from January 16, 1961, costs of suit, and attorneys commission of ten (10%) per cent., or Three Hundred One and 49/100 (\$301.49) Dollars for collection.
- (3). That said obligation is past due and in default, and there remains a balance due thereon in the amount of Three Thousand Fourteen Dollars and 86/100 (\$3,014.86).
- (4). That the debtors have been requested, both orally and in writing to pay said obligation and clear up the defaults, but they have failed and neglected to do so, and as a result of said defaults, all of said obligation has become due and payable.
- (5). Said defendants have no defense to said obligation, the same is past due and justly due and owing.


F. B. LANSBERRY

Subscribed and sworn to
before me this 28th day
of March, 1961.

Minfred C. Caldwell

NOTARY PUBLIC
My Commission Expires January 7, 1963
Clearfield, Pa. Clearfield County