

DOCKET NO. 173

Number Term Year

377 February 1961

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,

County of CLEARFIELD

ss.

In the Court of Common Pleas

of CLEARFIELD County,

of Feb 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

SMITH, SMITH & WORK
BY: *Joseph P. Work*
Attorney for Plaintiff

331635

State of Pennsylvania,
County of Clearfield

ss.

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 & WORE
BY: *Joseph P. Wore*
Attorneys for Plaintiff

Court of Common Pleas

of Clearfield County

John 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
2/6/Atty's Com. - 301.49

Filed

FILED

SMITH, SMITH & WORE
BY: *Joseph P. Wore*
Attorneys for Plaintiff

PROthonary

3-5-66

[illegible]

2751

\$3014.86

Dollars

728 16, 1961, to be applied first to

to be paid Dec 16, 19 1964.

for the same become due, or any fire insurance premiums or taxes on any property owned by said principal sum shall forthwith become due and payable at the option of the

at the time when the same becomes due under the provisions hereof, and said payment "late charge" of five cents (5) for each dollar so overdue, for the purpose of detraying

ent or all exemption laws, and I/We further empower the holder of any attorney or
judgment against me/us for the above sum, with above waivers, costs of suits; release

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DUE



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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE COUNTY NATIONAL BANK
AT CLEARFIELD, Plaintiff

VS.

No. 377 Feb. Term, 1961

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:

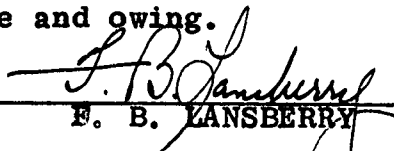
(1). That he is Vice President and Cashier of The County National Bank at Clearfield, and as such he is authorized to make this Affidavit.

(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.

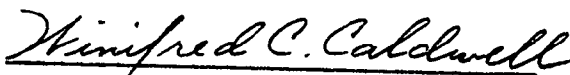
(3). That said obligation is past due and in default, and there remains a balance due thereon in the amount of Three Thousand Fourteen Dollars and 86/100 (\$3,014.86).

(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.



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