

DOCKET NO. 175

Number	Term	Year
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394	September	1961
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Enterprise Construction Company

Versus

Blair C. Graham

Mrs. Kathleen V. Graham

PROPERTY IMPROVEMENT

Date October 20, 1961

The undersigned (and if more than one, each of them jointly and severally) promise to pay to the order of

Enterprise Construction Company DEALER

the sum of Nineteen hundred and fifty Dollars (\$1950.00)

in 84 equal consecutive monthly installment payments of \$Twenty three dollars

each (except the last installment which will be for the balance then unpaid), beginning on the 10 day of November,

1961, with subsequent installments on the same day of each month thereafter until the said sum is paid in full. All installments are payable at the office of Holder.

If any installment is not paid within 15 days after its due date, undersigned will pay as liquidated damages a delinquency charge at the rate of five cents for each dollar of such installment. Such charge shall not exceed \$5.00 nor be less than \$1.00 in respect to any one installment. Undersigned will also pay any recording, satisfying and return check charges or fees.

If any installment is not paid when due, or if a judgment is entered against any of the undersigned, or if any proceeding is commenced to attach, execute, or foreclose on any of the property of the undersigned, the holder hereof may declare the full unpaid balance immediately due and payable without notice or demand.

The undersigned agree and covenant to keep the property described in the Completion Certificate on the reverse side hereof insured for fire and extended coverage in favor of the holder, in a company satisfactory to the holder, in an amount equal to the face amount hereof, plus the total amount of any and all other encumbrances, during the life of this Judgment Note, and such insurance shall include a standard loss payable clause for the benefit of said holder or his assignees. In case the undersigned default in this covenant, holder may procure the same and the cost thereof, plus interest, shall be added to the amount of the said note.

Time is of essence and no indulgence or acceptance of delinquent or partial payments will constitute a waiver of holder's rights. Upon any default or misrepresentation by the undersigned, or happening which holder reasonably believes will cause such default or adversely affect the property of the undersigned or the holder's security interest, holder may accelerate payment of all or part of the amount unpaid and, after crediting any sums received, sue for the balance. Holder may perform any obligation of the undersigned and upon demand the undersigned will pay holder the cost thereof.

The undersigned authorize and empower the Prothonotary or Clerk or any attorney of any court of record, if this note or any installment is not paid when due, to appear for and confess judgment against any or all of them for all amounts due hereunder, with or without declaration, with costs of suit, without stay of execution and with an attorney's fee of 18%, and release all errors in connection with such action. Undersigned waive the right of inquisition on any real estate levied on, voluntarily condemn it and authorize the Prothonotary or Clerk to enter such condemnation upon the fi. fa. or other writ of execution. Any such real estate may be sold on a fi. fa. or other writ of execution, and undersigned waive and release all relief from all appraisement, stay, exemption and homestead laws.

This Judgment Note contains the entire agreement, binds, jointly and severally, all of the undersigned and their heirs and representatives and inures to the benefit of holder and his assignees free of all rights of action and defenses. References hereinabove to holder shall be deemed to include any and all of his assignees.

The waiver of any default hereunder will not be a waiver of any subsequent default. The undersigned and all endorsers waive protest of this note.

Clarence H. Husky  
WITNESS  
al Husky  
WITNESS

Blair S. Graham (SEAL)  
CUSTOMER  
Mrs Kathleen V. Graham (SEAL)  
CUSTOMER

All Signatures Must be Witnessed

R-2136 PENNSYLVANIA

\$1950.00

October 20, 1961

Five days after date, the undersigned (and if more than one, each of them jointly and severally) promise to pay to the order of

Enterprise Construction Company DEALER

the sum of Nineteen hundred and fifty Dollars (\$1950.00),

payable at the office of Enterprise Construction Co.

The undersigned authorize and empower the Prothonotary or Clerk or any attorney of any court of record, if this note is not paid when due, to appear for and confess judgment against any or all of them for all amounts due hereunder, with or without declaration, with costs of suit, without stay of execution and with an attorney's fee of 18%, and release all errors in connection with such action. Undersigned waive the right of inquisition on any real estate levied on, voluntarily condemn it and authorize the Prothonotary or Clerk to enter such condemnation upon the fi. fa., or other writ of execution. Any such real estate may be sold on a fi. fa. or other writ of execution, and undersigned waive and release all relief from all appraisement, stay, exemption and homestead laws.

The undersigned and all endorsers waive protest of this note.

Clarence H. Husky  
WITNESS  
al Husky  
WITNESS

Blair S. Graham (SEAL)  
CUSTOMER  
Mrs Kathleen V. Graham (SEAL)  
CUSTOMER

All Signatures Must be Witnessed

R-2136 PENNSYLVANIA

ASSIGNEE 1 OF 3

COMPLETION CERTIFICATE

Date \_\_\_\_\_

THE UNDERSIGNED, Mr. and/or Mrs. \_\_\_\_\_  
(CUSTOMER)

certify that by agreement with \_\_\_\_\_  
(DEALER) the following work and/or material

\_\_\_\_\_ have been completed and installed by dealer in a manner satisfactory to the undersigned at premises as set forth below, for which

undersigned have given a Judgment Note in the sum of \$ \_\_\_\_\_ which is payable in \_\_\_\_\_ equal con-

secutive monthly installments beginning on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, as set forth on reverse hereof and as further security a five day Judgment Note in like amount; and that no cash payment, rebate, bonus, commission on future sales or other inducement to this transaction has been given or promised to the undersigned and that the face amount of this note represents only the time balance due on the sale price of the work and materials described above. The undersigned understand and agree that the selection of the dealer and the acceptance of the materials used and work performed is their responsibility and that no subsequent holder of the note given to the dealer has any responsibility for such materials or work so that no defense, set-off or counterclaim to said note will be made on the ground of dissatisfaction.

The undersigned hold title to certain real estate located at \_\_\_\_\_

which has an estimated value of \$ \_\_\_\_\_ on which there exist the following liens: First Mortgage

\$ \_\_\_\_\_, Second Mortgage \$ \_\_\_\_\_, Judgments \$ \_\_\_\_\_.

These representations are made as an inducement to \_\_\_\_\_, and to any other subsequent holder of the note given to the dealer, to purchase said note, and undersigned agree that in the event of assignment of the note, payments will be made at the office of Holder.

READ CAREFULLY BEFORE SIGNING.

DO NOT SIGN THIS CERTIFICATE UNTIL THE WORK IS SATISFACTORILY COMPLETED.

\_\_\_\_\_  
WITNESS \_\_\_\_\_ CUSTOMER \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
WITNESS \_\_\_\_\_ CUSTOMER \_\_\_\_\_ (SEAL)

All Signatures Must be Witnessed

WITHOUT RECOURSE

For Value Received This Note Is Assigned To \_\_\_\_\_ except that, in consideration of the Assignee's purchase of this note, the undersigned warrants and certifies that the undersigned has, to the satisfaction of the customer and as agreed, furnished all labor, materials and articles and fully completed all work in connection with which this note was given; that the Completion Certificate of the customer delivered with this note was signed after said completion and that no papers were signed in blank; that the signatures on the note and all other signatures are genuine; that all bills for labor and materials have been paid and that no mechanics' liens have been or will be filed for or on account of said labor and materials against the premises on which such work was performed; that a copy of the contract has been delivered to the customer and to the Assignee; that this contract contains the entire agreement with the customer; that no cash payment, rebate, bonus or commission on future sales as an inducement to this transaction has been given or promised to the customer. If any of these warranties or representations prove untrue, undersigned will promptly repurchase this note from the Assignee.

\_\_\_\_\_  
(NAME OF DEALER) (SEAL)

Date \_\_\_\_\_ By \_\_\_\_\_  
(OWNER, OFFICER OR FIRM MEMBER, GIVE TITLE)

WITHOUT RECOURSE

For value received, the undersigned does hereby sell, assign and transfer to \_\_\_\_\_ his, its or their right, title and interest in this note and all monies to become due thereunder, and conveys the same warranties and certifications as are set forth in the above Assignment to the undersigned, and further warrants that no liens have been or will be filed by endorser on the property covered by this note.

COMPANY NAME

Date \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

WITHOUT RECOURSE

For Value Received This Note Is Assigned To \_\_\_\_\_ except that, in consideration of the Assignee's purchase of this note, the undersigned warrants and certifies that the undersigned has, to the satisfaction of the customer and as agreed, furnished all labor, materials and articles and fully completed all work in connection with which this note was given; that the Completion Certificate of the customer delivered with this note was signed after said completion and that no papers were signed in blank; that the signatures on the note and all other signatures are genuine; that all bills for labor and materials have been paid and that no mechanics' liens have been or will be filed for or on account of said labor and materials against the premises on which such work was performed; that a copy of the contract has been delivered to the customer and to the Assignee; that this contract contains the entire agreement with the customer; that no cash payment, rebate, bonus or commission on future sales as an inducement to this transaction has been given or promised to the customer. If any of these warranties or representations prove untrue, undersigned will promptly repurchase this note from the Assignee.

\_\_\_\_\_  
(NAME OF DEALER) (SEAL)

By \_\_\_\_\_  
(OWNER, OFFICER OR FIRM MEMBER, GIVE TITLE)

WITHOUT RECOURSE

For value received, the undersigned does hereby sell, assign and transfer to \_\_\_\_\_ his, its or their right, title and interest in the within Judgment Note and all monies to become due thereunder, and conveys the same warranties and certifications as are set forth in the above assignment to the undersigned, and further warrants that no liens have been or will be filed by endorser on the property covered by the Judgment Note.

COMPANY NAME

By \_\_\_\_\_ Title \_\_\_\_\_