

DOCKET NO. 175

Number	Term	Year
406	November	1961

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DuBois Deposit National Bank

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**Versus**

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Alex Campbell,

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Priscilla Campbell

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# PERSONAL LOAN NOTE

DuBois, Pennsylvania  
No. B-752-17  
Date: 1-3, 1962

Note - \$ 1253.50

Proceeds - \$ 1150.00

Charges - \$ 103.50

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Payts.

of \$ \_\_\_\_\_

Final Payt. \$ \_\_\_\_\_

Without defalcation, for value received, the undersigned promises to pay to the order of DUBOIS DEPOSIT NATIONAL BANK at its Principal Office, DuBois, Pennsylvania, or at any of its other offices, the sum of One Thousand Two Hundred Fifty Three 54/100 in 36 equal consecutive monthly installments of \$ 35.00 each (except the last which may be unequal), beginning on the 6th day of Feb, 1962, and continuing on the same day of each month thereafter until fully paid. The undersigned further promises to pay the holder hereof a delinquency charge of five cents for each dollar of each installment more than 15 days in arrears; provided, however, that the total delinquency charges shall not exceed \$15. The undersigned has pledged and deposited herewith as collateral security for payment of this or any other liability or liabilities, joint or several, contingent or absolute, as maker, endorser, guarantor, surety, or otherwise whatsoever, of the undersigned, and of any of them, whether with any other person or persons or not, to the holder hereof, now due or to become due, or that may be hereafter contracted or incurred, and hereby creates in favor of the holder hereof a security interest in, the following property, including all cash, stock and other dividends and all securities received in exchange and all rights to subscribe for securities incident to, declared, or granted in connection with, such property (which property, together with all additions thereto and substitutions therefor, is hereinafter called the "collateral"):

also hereby giving to, and creating in favor of, the holder hereof a security interest for the amount of all of the aforesaid liabilities upon any other property, securities or moneys of the undersigned, and any of them, which may at any time be delivered to, or be in the possession of, the holder hereof, and authorizing said holder at his or its option at any time to apply to the payment of any of said liabilities any and all moneys now or hereafter in the hands of said holder, on deposit or otherwise, belonging to the undersigned, and any of them, whether such liability or liabilities be then due or not; with the further right to the holder hereof, whenever in the opinion of the holder either the market value or the actual value of the collateral shall be or become insufficient to provide an ample margin of security, to call for additional security, and the undersigned agrees to deposit such additional security within such time as may be specified in the call.

The unpaid balance of this note and any or all of the liabilities above mentioned shall be and become immediately due and payable, at the option of the holder, without any demand or notice whatsoever, forthwith (1) upon the nonperformance or nonobservance of any promise or covenant contained herein or upon the nonpayment of any liability above mentioned, (2) upon failure of the undersigned to furnish additional security when called for as aforesaid, (3) upon death, dissolution, termination of existence, insolvency, assignment for the benefit of creditors or the commencement of any bankruptcy, reorganization, receivership or insolvency proceedings of, by or against any of the undersigned or any endorser or guarantor hereof, (4) upon failure to pay when due any premium on any life insurance policy held as collateral hereto, or upon other default in the terms of any such policy of life insurance, or under the terms of any assignment thereof to the holder, or (5) upon the maturity of any such life insurance policy by reason of the death of the insured or otherwise; with full power and authority to the holder to proceed to exercise one or more of the rights accorded it by the Pennsylvania Uniform Commercial Code, or otherwise accorded by law, including the right without limitation to sell and assign and deliver the whole of the collateral or any part thereof without demand or any notice to the undersigned or any other person except as required by law, and with the right in the holder to purchase as any other person at any such sale to the extent provided by law, free from any right of redemption by the undersigned. Such option may be exercised by the holder upon, or at any time after, the occurrence of any of said enumerated events, and the failure of the holder to exercise such option consequent upon any such event shall not affect the holder's right to exercise such option upon the subsequent occurrence of any of said events. After deducting all legal or other costs and expenses of collection, sale and delivery, the holder shall apply the residue of the proceeds of such sale or sales so made to pay any, either or all of said above mentioned liabilities, as the holder hereof may deem proper, distributing the overplus as provided by law.

The undersigned assumes full responsibility for taking any and all steps necessary to preserve any right with respect to the collateral against prior parties. The holder hereof shall be deemed to have exercised reasonable care in the custody and preservation of the collateral if the holder takes such action for that purpose as the undersigned shall request in writing, but no omission to take any action, whether or not requested by the undersigned, shall of itself be deemed a failure to exercise reasonable care.

Upon any negotiation, sale or assignment of this note, the holder hereof may deliver the collateral or any part thereof to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options in respect to such collateral and otherwise hereby given to the holder, and such former holder who thus negotiates, sells or assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability in respect to such collateral. At any time or from time to time, whether this note be then due or not, the holder may, at the expense of the undersigned, transfer into its own name, or into the name of its nominee, all or any part of the collateral, thereafter receiving all dividends and income upon the same and applying any cash dividends and cash income either to interest or to principal of this note, as the holder may elect.

The undersigned hereby empowers the prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the undersigned and, with or without one or more declarations filed, confess a judgment or judgments against the undersigned in favor of the holder hereof as of any term for the unpaid balance hereof with costs of suit and an attorney's commission of 15% for collection, with release of all errors and 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 all property from levy and sale on any execution thereon, and exemption of wages from attachment, are also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may hereafter be enacted.

It is understood and agreed that this note has been entered into under and pursuant to the Pennsylvania Uniform Commercial Code and that the holder hereof has all the rights and remedies of a secured party thereunder. If any provision hereof shall for any reason be held invalid or unenforceable under said Code, such invalidity or unenforceability shall not affect any other provision hereof, but this note shall be construed as if such invalid or unenforceable provision had never been contained herein.

ALL OF THE FOREGOING PROMISES ARE THE JOINT AND SEVERAL PROMISES OF THE UNDERSIGNED AND SHALL BIND THE UNDERSIGNED'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

ADDRESS (in full)

SIGNATURES (in full)

Warson Ave  
DuBois, Pa

1. E. Bliss Campbell (SEAL)  
2. Bessie Campbell (SEAL)  
3. \_\_\_\_\_ (SEAL)  
4. \_\_\_\_\_ (SEAL)

DuBois Deposit National Bank

vs.

Alex Campbell

Priscilla Campbell

State of Pennsylvania,

County of Clearfield

ss.

**In the Court of Common Pleas**

of Clearfield County,

of November Term, 19 61

No. 406

**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 3 day of January A. D. 19 62, whereby the Defendants doth promise to pay to the said Plaintiff in 36 monthly installments the sum of One Thousand Two Hundred Fifty-three and 50/100 (\$1,253.50) Dollars, for value received, with interest from which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of One Thousand Two Hundred Fifty-three and 50/100 (\$1,253.50) Dollars with interest from as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: with an attorney's commission of 15% and waivers as set forth in the attached note

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of \$ 1,253.50  
Attorney's commission 188.02  
Total \$ 1,441.52

*Robert V. Maine*  
Attorney for Plaintiff

State of Pennsylvania,

County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, I Robert V. Maine, appear for the Defendants in the stated action without writ, as of November Term, 19 61, and therein confess judgment against them and in favor of DuBois Deposit National Bank the Plaintiff, for sum of One Thousand Four Hundred Forty-one and 52/100 (\$1,441.52) Dollars, with interest from costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon with waivers as set forth in the note hereto attached.

*Robert V. Maine*  
Attorney for Defendant

To Carl E. Walker, Esq.,  
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor is #2 East Long Avenue, DuBois, Pennsylvania and that of the defendants is 111 Wasson Avenue, DuBois, Pennsylvania.

*Robert V. Maime*  
Attorneys for Plaintiff

Court of Common Pleas  
of Clearfield County

November Term 19 61

No. 406

DuBois Deposit National Bank

vs.

Alex Campbell

Priscilla Campbell

D. S. B.

Note of Warrant of Attorney

*56121-250*  
**FILED**  
Debtor  
JAN - 4 1962  
Atty's Com.  
CARL E. WALKER  
PROTHONOTARY

\$ 1,253.50

188.02

*7.50 by atty.*

*Robert V. Maime*  
Prothonotary  
Attorney for Plaintiff

*300 Recd. - 100900*