

DOCKET NO. 175

Number	Term	Year
411	November	1961

The First National Bank of Erie

Versus

Harry Ivan Hutton, a/k/a Ivan Harry Hutton,

Anna M. Hutton

Eric. Pa. November 27, 1961

promise(s) to pay to the order

For value received, the undersigned jointly and severally promise to pay to First National Bank of Chicago of Chicago, Illinois the sum of Three thousand two hundred seventy-three and 6/100 Dollars, at the office of the principal sum of Three thousand two hundred seventy-three and 6/100 Dollars, said principal sum to be payable as follows: The First National Bank of Chicago, with interest at the rate of 6% per annum from maturity, said principal sum to be payable as follows: The First National Bank of Chicago, on the same day of each and every month thereafter until \$ 54.56 on December 30, 1961, and \$ 54.56 on which date the entire balance of the principal then unpaid shall become due and payable, November 30, 1966, on which date the entire balance of the principal then unpaid shall become due and payable.

[illegible]

THE FIRST NATIONAL BANK OF DALLAS

of this note when and if purchased to the order of

is hereby authorized to pay the proceeds of this note to
Mass Home Improvement Co.
 Payable at THE FIRST NATIONAL BANK OF ERIZ, Erie, Pennsylvania
 Address E.D. # 2 Spindway Rd., Washfield, Penna.
Henry Dean Button (Seal)
Frank Henry Button (Seal)
Anna Helen Button (Seal)
 Telephone _____

ERIE, PA., _____ 19__

For value received, I or we, jointly and severally, hereby sell assign transfer and set over unto THE FIRST NATIONAL BANK OF ERIE, in order all my or our right, title and interest in the within note, and guarantee the payment of each installment and all installments when due waiving protest, demand, notice of non-payment, and all defenses arising out of lack of diligence in enforcing payment thereon, and do hereby empower any attorney of any Court of Record to appear for me or us and with or without declaration filed, confess judgment against me or us for the sum of within note after default of any installment or installments by the maker or makers, with the costs of suit, release of errors, and without stay of attorney's fee for collection, percent added as part of the judgment for attorney's fee for collection, and do further hereby agree that upon failure of the maker or makers to make any payment or payments agreed to in this note, or in the event of the death, insolvency, bankruptcy, receivership or failure in business of any maker or makers, or of any or all of the undersigned, this note shall, at the option of its holder, become immediately due and payable, without demand or notice to any maker or endorser. And I or we, jointly and severally, hereby waive the right of inquisition and extension, and agree to the condemnation of any real estate levied on by virtue of any writ of execution issued hereon, and agree to the sale of said real estate on Fl. Pa., and do hereby waive all benefits of exemption laws of this Commonwealth on any levy on real or personal property made by virtue of any execution hereon, and no benefits of exemption or stay laws shall be claimed; and further do hereby waive the benefit of the present and any future bankruptcy law that may be passed by the United States of America.

(SEAL)

(SEAL)

(SEAL)

WITHOUT RECOURSE

For value received pay to the order of

THE FIRST NATIONAL BANK
OF ERIE

By Moss Home Improver Co. (SEAL)
(Dealer-Lessor)

Jamies D. Moss (SEAL)
(Officer, Partner or Owner)

I hereby certify that this is a true and correct copy of the original note filed in this matter.

Carl E. Walker
Prothonotary

THE FIRST NATIONAL BANK OF ERIE In the Court of Common Pleas

of Clearfield County,

vs.

of November Term, 19 61

IVAN HARRY HUTTON, a/k/a
HARRY IVAN HUTTON

No. 411

ANNA M. HUTTON

B. S. B.

State of Pennsylvania,
County of Clearfield

ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant s, bearing date the 27th day of November A. D. 19 61, whereby the Defendant doth promise to pay to the said Plaintiff in monthly installments the sum of \$3273.60 - - - - - Dollars for value received, with interest from November 27, 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 Defendant s, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of \$3273.60 - - - - - Dollars with interest from November 27, 1961 as afore-said, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: and with 15 % for attorney's commission and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation, of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant s to the said Plaintiff, to wit: The sum of \$ 3273.60

Attorney's Commission (15 %) \$ 496.04 37 69 64

Interest from November 27, 1961

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt
Attorneys for the Plaintiff

State of Pennsylvania,
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, We, Bell, Silberblatt & Swoope by Paul Silberblatt, do hereby appear for Ivan Harry Hutton, a/k/a Harry Ivan Hutton and Anna M. Hutton the Defendant in the stated action without writ, as of November Term, 19 61, and therein confess judgment against them and in favor of The First National Bank of Erie the Plaintiff, for sum of \$3273.60 - - - - - Dollars, with interest from November 27, 1961 and with Attorney's Commission of \$ 496.04 and costs of suit release of all errors in the entering of said judgment, and issuing of any process thereon and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation.

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt
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 ~~R.R.#2, Speedway Road, Mahaffey, Penna.~~ Erie, Perma.
and the last known address of the Defendant is R.D. #2, Speedway Road, Mahaffey, Pa.

BELL, SILBERBLATT & SWOOPE

By

Paul Silberblatt

Attorneys for Plaintiff

In the Court of Common Pleas

of Clearfield County

November Term 1961

No. 411

The First National Bank of Erie

vs.

Harry Ivan Hutton, a/k/a

Ivan Harry Hutton

Anna M. Hutton

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$3273.60

Interest, - - 6%

Att'y's Com - \$496.04

Filed

FILED

1052 a.m. est

Prothonotary

BELL, SILBERBLATT & SWOOPE
Attorneys for Plaintiff
Clearfield, Penna.

500 Alley