

DOCKET NO. 175

Number	Term	Year
412	November	1961

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The First National Bank of Erie

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**Versus**

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Vern S. Bloom,

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Amaryllis L. Bloom

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Dec 5  
Erie, Pa. August 2, 1961 \$3375.00

For value received, the undersigned jointly and severally promise(s) to pay to the order of Mess Home Improvement Co. the principal sum of Three thousand three hundred seventy-five and no/100 Dollars, at the office of The First National Bank of Erie, with interest at the rate of 6% per annum from January, said principal sum to be payable as follows: \$ 56.25 on September 5, 1961, and \$ 56.25 on the same day of each and every month thereafter until August 5, 1966, on which date the entire balance of the principal then unpaid shall become due and payable.

In the event that (1) (we) shall fail to make any payment herein provided for at the time when the same becomes due under the foregoing terms, and our payment shall become overdue for a period in excess of 15 days, (1) (we) promise to pay a "late charge" of two cents (2c) for each dollar so overdue, for the purpose of defraying the expenses of following up and keeping the said delinquent payment.  
Upon failure to make any payment or payments as herein agreed, or in the event of the death, bankruptcy, insolvency or failure in business of any of the undersigned, or of any endorser or guarantor of this note shall, at the option of its holder, become immediately due and payable, without delay or notice, at any of the undersigned's offices or places of business, without stay of execution, and with fifteen percent added for collection fees; and also waive the right of redemption on any real estate that may be levied upon to collect this note, and do hereby voluntarily assign to the holder of this note, and authorize the holder to enter upon the premises, and to remove any and all personal property therefrom, and to sell the same, and to convey the same, and to execute any and all instruments necessary to carry out the foregoing, and to do so, and hereby waive and release all right of redemption, stay or suspension hereof of any state now in force or hereafter to be passed, and also waive the benefit of the present and any future bankruptcy law that may be passed by the United States.

THE FIRST NATIONAL BANK OF ERIE  
is hereby authorized to pay the proceeds of this note when and if purchased to the order of  
Mess Home Improvement Co.  
Payable to THE FIRST NATIONAL BANK OF ERIE, Erie, Pennsylvania  
Address P.O. # 1, Lathrupburg, Penna. X Oliver S. Bloom (Seal)  
Telephone X Anthony L. S. Bloom (Seal)

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 or 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 thereof; 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 execution, with fifteen 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 John Home Superior, Co. (SEAL)  
(Dealer-Lessor)  
James D. Moore - owner (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*  
*Notary*

THE FIRST NATIONAL BANK OF ERIE

In the Court of Common Pleas

of Clearfield County,

vs.

of November Term, 19 61

VERN S. BLOOM

No. 412

AMARYLLIS L. BLOOM

D. 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 & bearing date the Second day of August A. D. 19 61, whereby the Defendant doth promise to pay to the said Plaintiff in monthly installments the sum of \$3375.00 - - - Dollars for value received, with interest from August 2, 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 \$3375.00 - - - Dollars with interest from August 2, 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 \$ 3375.00

Attorney's Commission ( 15% ) \$ 506.25

Interest from August 2, 1961

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt  
Attorney s 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 Vern S. Bloom & Amaryllis L. Bloom the Defendants 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 \$3375.00 - - - Dollars, with interest from August 2, 1961 and with Attorney's Commission of \$ 506.25 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 Erie, Penna.  
and the last known address of the Defendant is R.D.#1, Luthersburg, Penna.

BELL, SILBERBLATT & SWOOPÉ

By Paul Silberblatt  
Attorneys for Plaintiff

In the Court of Common Pleas

of Clearfield County

November Term 1961

No. 412

THE FIRST NATIONAL BANK OF

ERIE

vs.

VERN S. BLOOM

AMARYLLIS L. BLOOM

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 3375.00

Interest, - - - 6%

Atty's Com - \$506.25

Filed

Prothonotary

BELL, SILBERBLATT & SWOOPÉ  
Clearfield, Penna.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE FIRST NATIONAL BANK OF ERIE

VS.

VERN S. BLOOM and MARYLLIS L. BLOOM

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:  
:  
:

No. 412 November Term, 1961

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA :  
:  
COUNTY OF CLEARFIELD :

PAUL SILBERBLATT, being duly sworn according to law, deposes and states as follows:

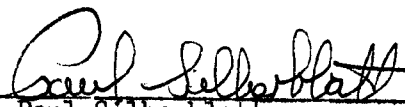
(1). The Defendants above named on August 2, 1961 did execute a note in the amount of \$3375.00 payable to Moss Home Improvement Company, which note has been assigned to The First National Bank of Erie, Plaintiff herein.

(2). Said note calls for a payment in the amount of \$56.25 on September 5, 1961, and a like payment of \$56.25 on the 5th of each month thereafter until August 5, 1966.

(3). On December 5, 1961, the Defendants did default in the payment of said note.

(4). At the time of default, the balance owing was \$3206.25 plus attorney's commission, and as a result of said default, the entire balance did become due and owing.

(5). The Defendants are not in the military service.

  
Paul Silberblatt

Sworn to and subscribed  
before me this 26 day  
of January, 1962.

  
\_\_\_\_\_

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1963

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No. 412 November Term, 1961

THE FIRST NATIONAL BANK OF ERIE

VS.

VERN S. BLOOM and AMARYLLIS L.  
BLOOM

AFFIDAVIT OF DEFAULT

*SP/2/253*  
**FILED**  
JAN 2 1962  
CLEARFIELD COUNTY  
PROthonary  
*450 ally*

BELL, SILBERBLATT & SWOOPE  
ATTORNEYS AT LAW  
CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.