

DOCKET NO. 175

Number	Term	Year
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418	September	1961
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Community Consumer Discount Company

Versus

Fred B. Schickling

Angeline Schickling

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA No. 418 September Term, 1961	COMMUNITY CONSUMER DISCOUNT COMPANY -vs- FRED B. SCHICKLING and ANGELINE SCHICKLING	<u>RELEASE OF LIEN OF JUDGMENT</u>	FILED MAR 13 1962 CLERK OF COURT CLEARFIELD COUNTY 100 <i>Atty</i> JOSEPH A. DAGUE ATTORNEY AT LAW CLEARFIELD, PENNSYLVANIA
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMUNITY CONSUMER
DISCOUNT COMPANY

vs.

No. 418 September Term, 1961

FRED B. SCHICKLING
ANGELINE SCHICKLING

RELEASE OF LIEN OF JUDGMENT

The following premises are hereby released from the lien of the judgment in this case:

All that property located in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a post on boundary line of Darrell Spencer property; thence along Darrell Spencer property north 82 degrees 43 minutes west 146.2 feet to a post; thence along land of Richard O. Farwell south 82 degrees 32 minutes west 348.2 feet to a post; thence continuing along Farwell property north 10 degrees 8 minutes east 443.7 feet to a point by a township road; thence along township road north 77 degrees west 357.6 feet to a point along township road; thence north 1 degree 15 minutes east 290.4 feet to a point on township road; thence north 38 degrees west 693 feet to a point on said township road; thence north 86 degrees west 140.25 feet to a point on the boundary line of J. Harold McFadden property; thence along McFadden property and the Charles Pentz property south 5 degrees west 2,428.8 feet, more or less to the boundary line of the Ralph Wall property; thence along Wall property south 85 degrees east 534.6 feet, more or less to post and stones on boundary line of Elsworth Pentz property; thence along Elsworth Pentz property north 544.5 feet to a stake; thence continuing along Elsworth Pentz property south 85 degrees 47 minutes east 961.6 feet to a post on the boundary line of the Darrell Spencer property; thence along Spencer property line north 34 minutes west 836.5 feet to a post and the place of beginning. Containing 52.9 acres more or less.

Excepting and Reserving nevertheless all matters and things heretofore reserved and excepted in former deeds in the chain of title.

IN WITNESS WHEREOF, the said COMMUNITY CONSUMER DISCOUNT COMPANY has caused this Indenture to be executed by its President, attested by its Secretary, and its corporate seal to be affixed this 27th day of March, 1962.

COMMUNITY CONSUMER DISCOUNT COMPANY

by Ed P. Dufton President

Attest:

Ralph H. Hume Asst.
Secretary

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF CLEARFIELD

:

On this the 27th day of March, 1962, before me the undersigned officer personally appeared Ed. P. Dufton, who acknowledged himself to be the President of the Community Consumer Discount Company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

Dorothy M. Roseberry, Notary Public
CLEARFIELD, CLEARFIELD CO., PA.
MY COMMISSION EXPIRES JAN. 7, 1963

Dorothy M. Roseberry

Community Consumer Discount Company
of Clearfield, Pa.

\$ 2280.00

Clearfield, Pa. November 1, 1961

For value received, the undersigned jointly and severally promise to pay

to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., or order, or assigns, at its office in the Borough of Clearfield, Pa.,

the sum of Two Thousand Two Hundred Eighty and no/100----- Dollars, without defalcation

or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 68, approved the 8th day of April, 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

30 equal installments of Seventy Six and no/100----- Dollars each, followed by

no equal installments of none Dollars each, the first installment

falling due Dec. 15, 1961 and continuing each 15th day of every month thereafter.

If default shall be made in the payment of any of the said installments of this note or any renewal thereof, as and when the same become due according to the provisions hereof, or the provisions of any renewal hereof, or if any of the undersigned shall attempt to abscond, or move from the jurisdiction of the Courts of this County, or shall assign, secret, or dispose of his or her property, without notice to the holder hereof, then, or in any of the said events, the whole principal sum of this note or any renewal hereof or such portion thereof as shall then remain unpaid, with interest costs and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice to the undersigned, and interest shall be charged for any extension, deferment or default at the rate of 1 1/2% per cent per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five (25c) cents.

And the undersigned do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the above sum, with or without defalcation, with interests above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection, and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note, and consent to the condemnation thereof with full liberty to sell the same on a fi. fa. with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

Each maker, co-maker, endorser, guarantor, or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment of payments hereon and grant extension or extensions of time, or deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance of the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce the conditions of this agreement.

E. Davis Witness *Angeline Schickling* (SEAL)

E. Davis Witness *31st Fred B. Schickling* (SEAL)

Witness

Witness (Please sign your name in full) (SEAL)

For a valuable consideration the undersigned hereby guarantee the payment of the within note to the lawful holder thereof according to the term and tenure thereof, waiving presentment, demand for payment, protest, and notice of protest, and hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time to the maker without notice to and without releasing the undersigned from liability hereunder.

And the undersigned further authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the within sum, with or without defalcation, with interest as above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note and consent to the condemnation thereof with full liberty to sell the same on a B. fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

Witness

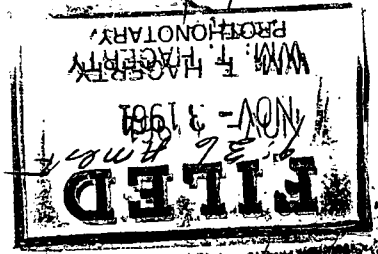
(SEAL)

Witness

(SEAL)

Witness

(SEAL)



[Signature]
R.D. Gramplan, Pa.
COMMUNITY CONSUMER DISCOUNT CO.
Secy-Treas.

This is to certify that the
address of the following is
a true and correct address:

418 Dept 1961