

DOCKET NO. 174

Number Term Year

427 May 1961

United States National Bank in

Johnstown

Versus

John Witkosky

Margaret Witkosky

STATEMENT OF JUDGMENT

465

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

United States National Bank in
Johnstown

VERSUS

John Witkosky
Margaret Witkosky

No. 427 TERM May 1961
Penal Debt \$
Real Debt \$ 2930.36
Atty's Com. \$ 146.52
Int. ~~from~~ according to terms of note...
Entry & Tax By Atty. \$ 3.50
Att'y Docket \$ 3.00
Satisfaction Fee 1.00
Assignment Fee 1.00
Instrument D. S. B.
Date of Same June 12 1961
Date Due In Installments 19...
Expires July 3 1966.

Entered of Record 3rd day of July 1961
Certified from Record 3rd day of July 1961

9:05 AM EST

1961
John T. Nagerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on . . . November 16,, 19 64, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

United States National Bank in
Johnstown

By
Vice President Plaintiff

.
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now,, 19, for value received hereby
assign, transfer and set over to Address Assignee
. of

above Judgment, Debt, Interest and Costs without recourse.

.
Witness

FILED
DEC 4 1964
CARL E. WALKER
PROTHONOTARY

P/C 1.50 paid

580.36

NOTE

Amount \$ 2930.36 City Johnstown State Pennsylvania Date June 12, 1961

FOR VALUE RECEIVED, I, WE, OR EITHER OF US, PROMISE TO PAY TO Everware Aluminum Products
OR ORDER THE SUM OF Twenty nine hundred thirty and 36/100 - - - - - DOLLARS

IN 59 SUCCESSIVE MONTHLY INSTALLMENTS each of \$ 48.85, except the final instalment which shall be the balance

on this note, COMMENCING ON THE 26th day of July, 1961, and continuing on the same day of each and every month thereafter until the full amount hereof is paid, payable at the UNITED STATES NATIONAL BANK IN JOHNSTOWN, JOHNSTOWN, PENNSYLVANIA.

In the event of default in the payment of any instalment upon the due date thereof, the holder may at its election declare the full amount of this note then remaining unpaid immediately due and payable, and may proceed to collect the same at once. In the event that any instalment is not paid within fifteen (15) days from its due date, the undersigned hereby agrees to pay in addition to such instalment, a "late charge" equal to five cents per dollar of each instalment so in arrears, but not to exceed Five (\$5.00) Dollars in respect to any one such instalment in arrears, said "late charge" to be added to and be collected in the same manner as the balance due hereon. AND FURTHER, I, we, or either of us, do hereby empower any Attorney of any Court of record to appear for me, us, or either of us, and with or without declaration filed confess judgment against me, us, or either of us, for the above sum, with costs of suit, release of errors, and without stay of execution, and with five per cent added as part of the judgment, for attorney's fees for collection, said fees to be liquidated damages; and become due and payable immediately after the maturity of the note without demand of the debt proper, which is hereby waived. And I, we, or either of us, 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 any Fi. Fa., and I, we, or either of us, hereby waive all benefits of the 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 law shall be claimed. The makers of this note, when more than one, shall be jointly and severally liable hereon.

The UNITED STATES NATIONAL BANK IN JOHNSTOWN is hereby authorized to pay the proceeds of this note when and if purchased, to the order of

Everware Aluminum Products

x John Withersby (SEAL)

x Margaret Withersby (SEAL)

WITNESS:

[Signature]

(SEAL)

(SEAL)

2350-00-6-12-61-5ma

PL NO 26-4463J

June 12, 1966-2930.36

John & Margaret Witkosky
Box 23 Ginter Pa Clearfield Co

For value received, I/We sell, assign, transfer and set over
the within note unto UNITED STATES NATIONAL BANK
IN JOHNSTOWN, JOHNSTOWN, PA., without recourse.

Edward W. Winkler
By: *W. H. H. H. H.* (SEAL)
Title: *Owner*

In the Court of Common Pleas of

CLEARFIELD

County,

UNITED STATES NATIONAL BANK

IN JOHNSTOWN

versus

JOHN WITKOSKY

MARGARET WITKOSKY

No. 427 May Term, 1961

STATEMENT AND CONFESSION

Debt, - - - - \$ 2930.36

Atty's Commission, \$ 146.52, \$ 3076.88

Int. ~~from~~ according to terms of note

Due, in 60 successive monthly installments

CLEARFIELD

County, ss.

The plaintiff's claim in this case is founded on a single bill or judgment note, signed, sealed and dated the 12th day of June A. D. 1961, by which the Defendants promise to pay to the order of the Plaintiff in 60 successive monthly installments after date, the sum of Twenty-nine Hundred Thirty and 36/100 (\$2,930.36)

Dollars without defalcation, value received with interest according to terms of note and which said single bill or judgment note contains a power of attorney authorizing any attorney of any Court of Record in the United States, or elsewhere, to appear therein for said Defendants and confess judgment in favor of the said Plaintiff for the above sum with costs of suit and with five per cent. added as part of the judgment for attorney's fees for collection, said fee to be liquidated damages and become due and payable immediately after maturity of said judgment note, without demand for payment of the debt proper, which is therein waived, and with release of all errors and without stay of execution, waiving the benefit of the exemption laws, with waiver of inquisition and extension upon any levy on real estate, agreeing to condemnation and sale on Fi. Fa. of the same (Said note, attached hereto and made a part hereof, is assigned on the back thereof, by the payee to United States National Bank in Johnstown, plaintiff herein.)

Eare F. Glock

Attorneys for Plaintiff

CLEARFIELD

County, ss.

By virtue of the power of attorney above recited, we do hereby appear for the said Defendant s and confess judgment in favor of the said Plaintiff for the sum of Twenty-nine Hundred Thirty and 36/100 (\$2,930.36) Dollars debt One Hundred Forty-six and 52/100 (\$146.52) Dollars added as part of the judgment for attorney's fees for collection, in all Three Thousand Seventy-six and 88/100 (\$3,076.88) Dollars, with interest ~~from the~~ according to terms ~~of note~~ xxxxxx of note xxxxxx, with costs of

suit, release of all errors and without stay of execution; said attorney's fees to be liquidated damages and to become due and payable immediately upon maturity of this judgment without demand for the payment of the debt proper, which is hereby waived. And I hereby, for said Defendant s, waive inquisition and extension, and agree to the condemnation and sale on Fi. Fa. of any real estate levied upon, and further waive the exemption of real and personal property from levy and sale on execution hereon, under and by virtue of any exemption law now in force or which may hereafter be passed.

Eare F. Glock

Attorneys for Defendants

Ammon B. Blalock
by Ammon B. Blalock
Attorney for Defendants

I hereby certify that the residence of the Plaintiff in this judgment is 216-218 Franklin Street, Johnstown, Pennsylvania and that of the Defendants is Box 23, Ginter, Pennsylvania.

Attorneys for Plaintiff

Earl F. Glock

Harry Doert
Earl F. Glock

D. S. B.

Debt. \$ 2930.36

Atty's. Com. \$ 146.52 \$2076.88

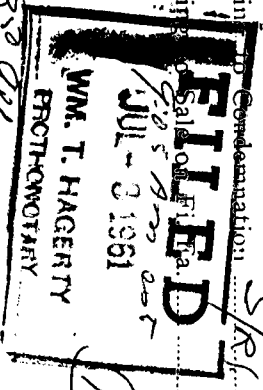
Int. ~~from~~ according to terms of note. of/ installments Due in 60 successive monthly/

Waiving Exemption

Waiving Inquisition

Agreeing to Condemnation

Agreeing to Sale of Title



Harry Doert, Attorney
Earl F. Glock, Attorney

No. *427 May* Term, 19 *61*

UNITED STATES NATIONAL BANK

IN JOHNSTOWN

S-5 VS.

JOHN WITKOSKY

6-5 MARGARET WITKOSKY