

DOCKET NO. 173

Number	Term	Year
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<u>481</u>	<u>February</u>	<u>1961</u>
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Windber Trust Company

Versus

Etzio E. Bardi

Claudine Bardi

SIGN THIS BLANK FOR SATISFACTION

Received on ... June 7....., 1974., of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

Michael Makuch
Assistant Cashier

Witness

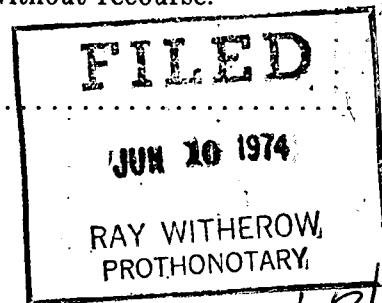
Gen. J. Watkev
Assistant Vice President Plaintiff

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



CIR/3

STATEMENT OF JUDGMENT

Docket No. 173 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Windber Trust Company **SAT**
Casino & Hotel Bank **SAT**
No. 481 TERM February 19 61
Penal Debt \$ 2653.80
Real Debt \$ 2653.80
Atty's Com. 15% \$

VERSUS
24 Claudine Bardi **SAT**
34 Etzio E. Bardi **SAT**
Int. from April 4, 1961
Entry & Tax By Plff. \$ 3.50
Att'y Docket \$
Satisfaction Fee \$ 1.00
Assignment Fee \$ 1.00

Instrument D. S. B.
Date of Same April 4 19 61
Date Due In Installments 19 61
Expires April 11 19 66
Entered of Record 11th day of April 19 61 8:48 AM EST
Certified from Record 11th day of April 19 61

John J. Tracy Jr.
Prothonotary

No. 481 Feb 19 61

I hereby certify that the precise residence of the creditor is:

No. 1501 St. Somerset Avenue

Windber

Wd. City Boro or Twp.

Somerset

Page

And the name of the defendant is:

24
CLAUDINE BARDT

30
ETZIO E. BARDI

Last known residence of Defendant:

Smithmill .
Wd. < City / Boro or Twp.

3/2/2 487

Cleared 7-7-1988 Page 1

State

And direct the Prothonotary to enter the same as such.

WM. T. HAGERTY
PROTHOMA

~~NOTARY~~ Plaintiff, Attorney or Agent
350 *Feb* Treasurer

FOR VALUE RECEIVED
THIS NOTE IS HEREBY ASSIGNED

TO WINDBER TRUST COMPANY
WINDBER, PENNSYLVANIA

Everman aluminum products

(Name)

Per

M. J. Keffler

(Title)

Owner

(Address)

(Name)

Per

(Title)

(Address)

Amount \$ 2,653.80

Number 30292

Johnstown, Pa., April 4, 1961

For value received, We promise to pay to the order of Everwear Aluminum Products the sum of Two thousand Six hundred Fifty-three and 80/100 Dollars

in 60 successive monthly installments of \$ 44.23 each, except the final installment which shall be the balance then due on this note, commencing the 20th day of May, 1961.

In the event that any installment is not paid within fifteen (15) days from its due date, the undersigned hereby agrees to pay in addition to such installment, as liquidated damages for such delay, a "late charge" equal to five cents per dollar of each installment so in arrears, but not to exceed Five (\$5.00) Dollars in respect to any one such installment in arrears; and should the undersigned in such event fail to pay such delinquent installment within the said period of fifteen days, the holder hereof may at his election declare the full amount of this note then remaining unpaid, together with all amounts which may be payable as late charges, immediately due and payable, and proceed to collect the same at once. The undersigned does hereby empower any attorney of any Court of record, within the Commonwealth of Pennsylvania or any other State or Territory of the United States to appear for the undersigned and with or without declaration filed, confess judgment against the undersigned in any Court in the Commonwealth of Pennsylvania or any other State or Territory of the United States, as of any term, in favor of said payee or any holder of this note, for the sum due and payable thereon with costs of suit and attorney's commission of fifteen per cent for collection; with release of all errors and without stay of execution, and inquisition and extension upon any levy is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution hereon is also hereby expressly waived and no benefit of exemption is to be claimed under and by virtue of any exemption law now in force or which may be hereafter passed by any State or Nation. The makers of this note, when more than one, shall be jointly and severally liable hereon.

Payable at WINDBER TRUST COMPANY, Windber, Pennsylvania
WINDBER TRUST COMPANY is hereby authorized to pay the proceeds of this note when and if purchased to the order of _____

Witness:

John E. Bandy

(SEAL)

Address: Box 1-67 Smithmill, Pa.

(SEAL)

401-Pa.

John E. Bandy

(SEAL)

ASSIGNMENT

THIS ASSIGNMENT made and entered into this 1st day of June, 1963, by and
between:

WINDBER BANK AND TRUST COMPANY, Windber, Pennsylvania, a
banking institution organized under the laws of the United States of
America and the Commonwealth of Pennsylvania, with its principal
office in Windber Borough, Somerset County, Pennsylvania, hereinafter
referred to as party of the First Part,

A N D

UNITED STATES NATIONAL BANK IN JOHNSTOWN, Johnstown,
Pennsylvania, a banking institution organized under the laws of the
United States of America and the Commonwealth of Pennsylvania, with
its principal office in Johnstown, Cambria County, Pennsylvania, herein-
after referred to as party of the Second Part.

WHEREAS, the parties hereto have heretofore entered into an Agreement whereby
Windber Bank and Trust Company, Windber, Pennsylvania, agreed to sell to United States
National Bank in Johnstown, Johnstown, Pennsylvania, party of the second part, and United
States National Bank in Johnstown agreed to purchase from the party of the first part the
assets of the party of the first part pursuant to the terms and conditions set forth in said
Agreement; and,

WHEREAS, under the terms and conditions of said Agreement all of the terms and
conditions precedent to the consummation of said sale have been fulfilled and the sale and
purchase of said assets has this day been concluded in accordance with the terms and condi-
tions of said Agreement; and,

WHEREAS, it is the desire of the parties hereto to effect by instrument of transfer
to be recorded and filed in the appropriate offices in the Court House at Clearfield,
Clearfield County, Pennsylvania , assignment of the mortgages and judgments:

NOW, THEREFORE, for value received, receipt whereof is hereby acknowledged,
the Windber Bank and Trust Company, Windber, Pennsylvania, does hereby assign, set over

and transfer unto United States National Bank in Johnstown, Johnstown, Pennsylvania, party of the second part, as of the close of business on the 1st day of June, 1963, all the right, title, interest, claim and demand of the party of the first part in and to the following:

A judgment entered in the Prothonotary's Office for Clearfield County, Pennsylvania, against Claudine and Etzio E. Bardi, husband and wife, on April 11, 1961, to No. 481 February Term, 1961, and all monies, principal and interest, due and to become due thereon, with the warrants of attorney contained in said obligation or thereto annexed, together with all rights, remedies and incidents thereunto belonging, and all insurance policies and collateral that may be issued or given in connection with such judgment.

TO HAVE AND TO HOLD the foregoing item unto the United States National Bank in Johnstown, Johnstown, Pennsylvania, its successors and assigns, for and for its own proper use and behoof, forever.

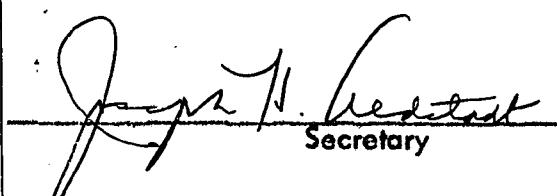
The Windber Bank and Trust Company, Windber, Pennsylvania, party of the

first part, does hereby constitute and appoint Joseph H. Aldstadt, to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this Assignment before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgments to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, The President, Samuel R. Evans, and the Secretary, Joseph H. Aldstadt, of the Windber Bank and Trust Company, Windber, Pennsylvania, party of the first part, being authorized so to do, have hereunto set their hands and seals and caused the common or corporate seal of the Windber Bank and Trust Company, Windber, Pennsylvania, to be hereunto affixed the day and year first above written.

WINDBER BANK AND TRUST COMPANY

Attest:



Joseph H. Aldstadt
Secretary

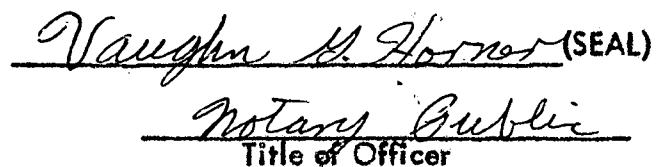
By 

Samuel R. Evans
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF SOMERSET)
ss:

I hereby certify that on this 1st day of June, 1963, before me, the undersigned authority, personally appeared Joseph H. Aldstadt, the attorney named in the foregoing Assignment, and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said Assignment to be the act and deed of the said Windber Bank and Trust Company, Windber, Pennsylvania.

WITNESS my hand and notarial seal the day and year aforesaid.



Vaughn G. Horner (SEAL)

Notary Public
Title of Officer

VAUGHN G. HORNER, Notary Public
WINDBER, SOMERSET CO., PA.
My Commission Expires May 23, 1964

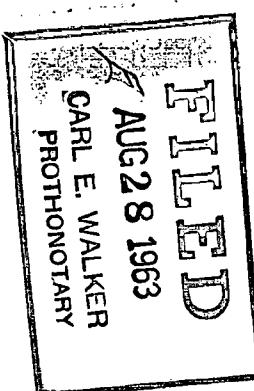
481 Tex 1961

WINDBER BANK AND TRUST
COMPANY, Windber, Pa.

to

UNITED STATES NATIONAL BANK
IN JOHNSTOWN, Johnstown, Pa.

A S S I G N M E N T



LAW OFFICES
FIKE AND CASCIO
SOMERSET, PENNSYLVANIA