

DOCKET NO. 173

Number	Term	Year
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490	February	1961
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Capital Consumer Discount Company

Versus

Phillip E. Thom

Delores Thom

POSTPONEMENT OF LIEN OF JUDGMENT

CAPITAL CONSUMER DISCOUNT COMPANY, of DuBois, Pa.	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
	:	No. 490 FEBRUARY TERM, 1961
	:	Real Debt: \$2,448.00
-vs-	:	Dated: April 8, 1961
DELORES A. THOM and PHILLIP E. THOM.	:	Entered and Filed: April 12, 1961.
	:	

KNOW ALL MEN BY THESE PRESENTS, That CAPITAL CONSUMER DISCOUNT COMPANY, of DuBois, Pa., Plaintiff mentioned in the above recited Judgment, at the request of Defendants, and for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by DELORES A. THOM and PHILLIP E. THOM, Defendants above mentioned, the receipt whereof is hereby acknowledged, do hereby agree that the lien of the above recited Judgment shall be postponed in favor of and made second to the lien of a certain Mortgage executed by PHILLIP E. THOM and DELORES A. THOM to RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION, of Ridgway, Pennsylvania, bearing date July 20, 1961 and recorded in Mortgage Book No. 195, page 550, in the office of the Register and Recorder of Clearfield County, in the sum of Two Thousand Dollars (\$2,000.00), and the Extension of said Mortgage executed by PHILLIP E. THOM and DELORES A. THOM and the RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 12, 1963, in the sum of Sixteen Hundred and Seventy-Five Dollars (\$1,675.00) and to be recorded in the Register and Recorder's Office at Clearfield, Pennsylvania, with the same force and effect as if the above recited Judgment had been entered on the record of the Court of Common Pleas of Clearfield County aforesaid, on a day subsequent to the date of the entry for record of the herein in part recited Mortgage and the Extension thereof. Provided, however, that nothing herein con-

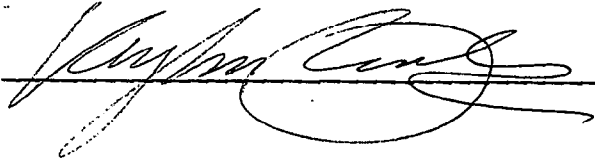
tained shall be construed so as to impair or otherwise affect the lien of the said Judgment against the said Defendants or against any other property of the said Defendants except as hereinbefore expressly set forth.

And the Prothonotary of said County is hereby requested and authorized to enter this Agreement upon the record of said Judgment.

IN WITNESS WHEREOF, the CAPITAL CONSUMER DISCOUNT COMPANY, of DuBois, Pa., has caused this Agreement to postpone lien of Judgment, to be signed by its Manager, this 25th day of September, 1963.

CAPITAL CONSUMER DISCOUNT COMPANY, of
DuBois, Pa.

By



Witness:



FILED
SEP 30 1963
CARL E. WALKER
PROTHONOTARY

William Henry Murray
Sept 1963

No. _____ Term, 19__

I hereby certify that the correct name and address and the precise residence of the Plaintiff in this judgment is:

CAPITAL CONSUMER DISCOUNT COMPANY
10 E. Long Avenue
DuBois, Penna.

and that the correct name and the last known address of the Defendant is

⁷² Phillip E. and Delores Thom

1225 S. Brady St.

DuBois, Clearfield, County, Penna.

CAPITAL CONSUMER DISCOUNT COMPANY
DuBois, Penna - PLAINTIFF

BY 
Manager



490 Feb 1961

1

NAME AND ADDRESS

PHONE: 371-2712

NOTE

CAPITAL CONSUMER DISCOUNT COMPANY

PAYEE

ACCOUNT NUMBER	4-1376
PROPERTY INS. EXPIRES	
NAME	none

FROM, Phillip E. and Delores
1225 S. Brady St.
Dubois, Pennsylvania

DATE	8-4-61
WILL	
PAY	

10 E. Long Avenue

TOTAL AMOUNT OF CONTRACT PAYABLE IN	36
PAYMENTS (EXCEPT FINAL)	

CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING	May 8 1961	DATE OF NOTE	May 8 1961	SIZE CODE	16	NET PROCEEDS OF	1,992.36	FINAL PAYMENT	68.00	FREQUENCY	3
DISCOUNT	36	MONTHS	15.00	13	APR 8 1961						

Dubois, PENNSYLVANIA

SERVICE CHARGES \$	
DATE	May 8 1961
TIME	1:15 PM
PLACE	Dubois, Pa.
BY	
RECEIVED	

*The last payment shall include any unpaid principal, discount and charges accrued on the date due.

An additional charge will be made for any extension, deferment or default of any payment or installment, at the rate of 1 1/2% per month on the amount extended, deferred or in arrears, the minimum charge for any extension, deferment or default being 25¢.

If the contract is in default, attorney's fees of fifteen percent of the total amount, including charges and interest, unpaid on this instrument and court costs incurred in its collection will be charged.

Failure to pay any installment when due, shall cause the Total Amount of Contract, with accrued charges, to become immediately due and payable, at the option of the holder, without notice.

We jointly and severally promise to pay to the order of the above named payee the above address the Total Amount of Contract, on the terms and conditions herein set out, hereby waiving for ourselves and families all benefits of all valuation, appraisement, exemption and homestead laws and rights.

All parties to this note, whether maker, co-maker, guarantor, surety, or other party, hereby jointly and severally waive presentment, notice of dishonor and protest and diligence in bringing suit against any such party, and agree that discharge or release of or agreement not to sue any party or renunciation of rights against any party shall not discharge this note or any party in any manner; extending any time of payment; postponing the holder's right to enforce this note; taking a new note or obligation for or in connection with this note; reducing any sum payable hereunder; changing any time of payment; any place of payment; the number of the parties or the relations of the parties; detaching this note from any matter, written or otherwise, related to it; surrendering, releasing, not enforcing, or suspending the enforcement of any security willfully, negligently, unjustifiably, or otherwise; at any time, whether there is default or not, to appear for them, or any of them, and waive the issuing and service of process and confess judgment against them, or any of them, in favor of the holder hereof for the total amount, including charges, unpaid on this note and for costs of suit, with or without declaration, waive and release all errors, stays of execution, exemptions, inquiries, appraisements, voluntarily sold on a lien, and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's or the Clerk's office. Further, all such parties themselves hereby jointly and severally waive all stays of execution, exemptions, inquiries, appraisements, and agree that their, or his, estates may be sold on a lien, and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's or the Clerk's office; and waive all rights of appeal.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety or other party hereby jointly and severally authorize any such party to act as the agent of all or any of them, and the acts of any such party in all dealings with the holder relating to this note are hereby ratified and confirmed and notice is hereby waived.

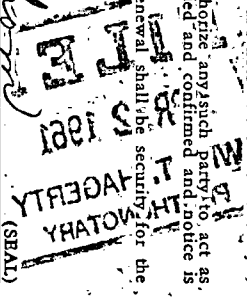
Any judgment entered hereon or on any prior note for which this note is in whole or in part mediately or immediately a renewal shall be security for the payment hereof and of any future note which is in whole or in part mediately or immediately a renewal hereof.

Witness our hands and seals; we intend to be legally bound on this note.

Witnessed:

Delores Howard
Phillip E. Howard

Delores Howard
Phillip E. Howard



(SEAL)

(SEAL)

(SEAL)

(SEAL)

SIGN THIS BLANK FOR SATISFACTION

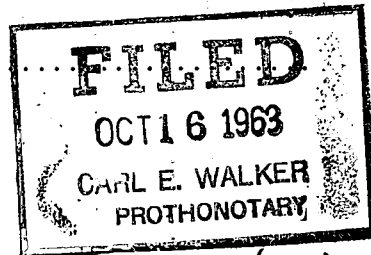
Received on 10-4- 19 63 of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

..... Cap Con Dis Co
Plaintiff
..... [Signature]
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



A/C 1.50 paid

STATEMENT OF JUDGMENT

Docket No. 173 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
Capital Consumer Discount Company

VERSUS

Phillip E. Thom 92 ✓

Delores Thom 22 ✓

Entered of Record 12th day of April
Certified from Record 12th day of April

No. 490 TERM February 19. 61

Penal Debt \$

Real Debt \$ 2448.00

Atty's Com. 15% \$

Int. from April 8, 1961

Entry & Tax By Plff. \$ 3.50

Atty Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same April 8 19. 61

Date Due In Installments 19.

Expires April 12 19. 66

1961 8:37 AM EST

1961

Prothonotary

POSTPONEMENT OF LIEN OF JUDGMENT

THIS AGREEMENT, made this 27th day of July, 1961 between CAPITAL CONSUMER DISCOUNT CO., of DuBois, Clearfield County, Pennsylvania, and the RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION, of Ridgway, Elk County, Pennsylvania, WITNESSETH:

THAT, WHEREAS, PHILLIP E. THOM and DELORES THOM, husband and wife, executed and delivered to the Capital Discount Co., of DuBois, Pennsylvania, a judgment note in the sum of Two Thousand Four Hundred and Forty-Eight Dollars (\$2,448.00), and entered in the Prothonotary's Office in Clearfield, Pennsylvania to No. 490 February Term, 1961.

AND, WHEREAS, the said PHILLIP E. THOM and DELORES THOM, executed and delivered to the RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION, a Mortgage and Bond in the sum of Two Thousand Dollars (\$2,000.00), dated July 20, 1961, and to be recorded in the Register and Recorder's Office at Clearfield, Pennsylvania.

IT IS AGREED by the said CAPITAL CONSUMER DISCOUNT CO., of DuBois, Pennsylvania, its successors and assigns, that the lien of its judgment above mentioned is hereby postponed to the lien of the Mortgage of the said Ridgway Federal Savings and Loan Association, of Ridgway, Pennsylvania, as above mentioned, and the said Capital Consumer Discount Co. further agrees for itself and its successors and assigns that the said Ridgway Federal Savings and Loan Association, its successors and assigns shall have all the rights and benefits to which it would have been entitled had the said Mortgage and Bond of the said Ridgway Federal

Savings and Loan Association been executed, delivered and entered before the entry of the said judgment of the said Capital Consumer Discount Company.

IN WITNESS WHEREOF, the said CAPITAL CONSUMER DISCOUNT COMPANY, and the said RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION have caused this Agreement to postpone lien of judgment to be signed in their corporate names, by their respective officers and have caused to be affixed hereunto the common and corporate seals of said corporations, attested by their respective authorized officers, the day and year first above written.

ATTEST:

CAPITAL CONSUMER DISCOUNT CO., of
DuBois, Pennsylvania

R. A. Fielse

By H. Robert Depp, Treasurer

~~ATTEST~~

RIDGWAY FEDERAL SAVINGS
AND LOAN ASSOCIATION

~~RIDGWAY FEDERAL SAVINGS AND LOAN
ASSOCIATION, of Ridgway, Pennsylv
vania~~ ATTEST:

BY:

Robert B. Wenzel

First Vice-President.

By

Walter L. Lypke
Secretary

CAPITAL CONSUMER DISCOUNT CO.

-to-

RIDGWAY FEDERAL SAVINGS AND
LOAN ASSOCIATION

POSTPONEMENT OF LIEN
OF
JUDGMENT

Law Offices
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA

109 N. BRADY STREET