

DOCKET NO. 173

Number      Term      Year

496      February      1961

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Anderson Equipment Company

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Versus

Merle Holowecky

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**SIGN THIS BLANK FOR SATISFACTION**

Received on April 2, 19 76, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

## ANDERSON EQUIPMENT COMPANY

J. H. Combs, Jr. Plaintiff  
Treasurer

..... Witness

.....  
Witness

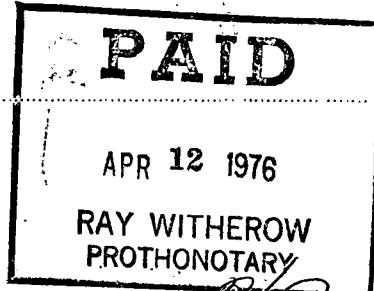
**SIGN THIS BLANK FOR ASSIGNMENT**

Now, ..... 19....., for value received..... hereby  
assign; transfer and set over to..... Address Assignment

Address Assignee

above Judgment, Debt, Interest and Costs without recourse.

.....  
Witness



# STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Anderson Equipment Company P. O. Box 427 Bridgeville, Pa.	No. 496 TERM February 19 61	
VERSUS		
Merle Hollowecky 509 Coal Street Osceola Mills, Pa.		
Entered of Record 13 day of April	Entered of Record 13 day of April	Entered of Record 13 day of April
Certified from Record 30 , day of March	Certified from Record 30 , day of March	Certified from Record 30 , day of March
		19 76
		<i>Howard Hutchens</i>
		Prothonotary

19,040.00

September 27,

1960

For value received, the undersigned, or any one or ones of them, jointly and severally, promise to pay to the order of ANDERSON EQUIPMENT COMPANY

BRIDGEVILLE, PENNSYLVANIA~~NOTICE OF NON-PERFORMANCE~~ WITHOUT DEFALCATION

the sum of NINE-TEEN THOUSAND AND FORTY AND NO/100 DOLLARS (\$19,040.00)

in 23 monthly installments of DOLLARS (\$793.33)

each, with a final installment of \$ 793.41 beginning on the 10th day of November 1960

and continuing on the same day of each and every month thereafter until the full amount of said note is paid AT

ANDERSON EQUIPMENT COMPANY, BRIDGEVILLE, PA.

As often as the making of any such installment shall be delayed more than fifteen (15) days beyond the day as herein agreed to be made, the undersigned, or any one or ones of them, jointly and severally, in addition to the above sum, promise to pay the holder hereof, at the time of making such delayed payment and on or before the next payment date, the sum of five cents (5¢) per dollar of delayed payment as compensation for damage occasioned by such delay, the total of such compensation not to exceed the amount permitted by law.

Failure to make any payment on this note or upon the death, insolvency or bankruptcy of or by the undersigned or any one or ones of them, shall constitute a default, and the full outstanding balance, at the option of the holder, shall become accelerated and immediately become due and payable.

And further, I do hereby empower any Attorney of any Court of Record within the United States or elsewhere, to appear for me and with or without declaration filed, confess judgment against me, and in favor of said payee, its executors, administrators or assigns, as of any term for the above sum, with Costs of Suit and Attorney's commission of 15% per cent. for collection and 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 be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

WITNESS my hand and seal the day and year first above written.

MERLE HOLOWECKY

[SEAL]

Merle Holowecy

[SEAL]

[SEAL]

[SEAL]

IN THE

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.No. 496 Feb Term, 1961D. S. B.

ANDERSON EQUIPMENT COMPANY

versus

MERLE HOLOWECKY

## Statement and Confession

Debt, .....	\$18,246.67
Penalty, .....	\$
Interest, .....	\$ <u>18,246.67</u>
Attorney's Commission, .....	\$ <u>2,737.00</u>
Total, .....	\$20,983.67

Commonwealth of Pennsylvania  
County of CLEARFIELD } ss:

The Plaintiff's claim in this case is founded on a judgment note duly signed, sealed and delivered by the Defendant to the Plaintiff, Anderson Equipment Company

Wherefore, Merle Holowecy late of said County, be summoned to answer Anderson Equipment Company

of a plea that he rendered unto said Plaintiff the sum of Twenty Thousand Nine Hundred Eighty-three and 67/100 (\$ 20,983.67) Dollars, lawful money of the United States, which to it he owes and unjustly detains, being in default after maturity according to the tenor and the covenants of said instrument in the sum of \$ 18,246.67 for principal and \$ 2,737.00 for attorney's commission

And whereupon the said Plaintiff by Louis F. Silhol, its Attorney, complains for that whereas the said defendant heretofore, to-wit, on the 27th day of September in the year of our Lord one thousand nine hundred sixty (1960) at Bridgeville, Pa. to-wit: in the County aforesaid, by his certain written judgment note (a true copy of which is attached hereto marked "A" and made part hereof), under his hand and seal had promised to pay the said Plaintiff the aforesaid sum of Nineteen Thousand Forty (\$19,040.00) - - - - - (\$ 19,040.00) Dollars, in 24 monthly installments beginning November 10, 1960, and the said Defendant has made one payment of \$793.33, leaving a balance due of \$18,246.67 plus attorney's commission,

Nevertheless the said Defendant, although often requested to pay the aforesaid sum of money, refuses to pay same, or any part thereof, to the said Plaintiff, but hitherto altogether refuses and still refuses to pay. Whereupon the said Plaintiff is damaged to the value of Twenty Thousand Nine Hundred Eighty-three and 67/100 - - - - - (\$ 20,983.67) Dollars, and therefore brings suit, etc. And brings here into Court a true copy of the judgment note aforesaid, which the debt aforesaid, in form aforesaid, doth testify, the date whereof is the day and year aforesaid.

Commonwealth of Pennsylvania  
County of CLEARFIELD } ss:Dan P. Arnold  
Attorney for Plaintiff

By virtue of the annexed Power of Attorney the undersigned hereby appears for aforesaid Defendant and confesses judgment against aforesaid Defendant and in favor of the said Plaintiff for the sum of Twenty Thousand Nine Hundred Eighty-three and 67/100 - - - - - (\$ 20,983.67) Dollars, liquidated as follows:

Amount of principal	18,246.67
Interest from	
Attorney's Commission	2,737.00
Total, .....	\$ 20,983.67

And in accordance with the promises, terms, covenants and agreements of the aforesaid instrument, confesses judgment for the aforesaid sums, with costs of suit, release of all errors, and without stay of execution and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to, and the exemption of any 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.

Dan P. Arnold  
Attorney for Defendant  
Pro hac vice.April 13<sup>th</sup>, 1961

Commonwealth of Pennsylvania  
County of ALLEGHENY

} 55:

Personally appeared before me, the undersigned authority,

Louis F. Silhol

who, being duly sworn according to law, saith that the annexed copy of judgment note with warrant of attorney is a true and correct copy of the judgment note with warrant of attorney, upon which judgment is confessed herein, and that the allegations of fact contained in the foregoing statement are true and correct.

Subscribed and sworn to before me, this 12th  
day of April, A. D. 1961.

*Bernadette M. Creehan*

*Louis F. Silhol*  
Louis F. Silhol

My commission expires:

Bernadette M. Creehan, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires Jan. 7, 1963

1961 2nd Term, 1961

*D. S. B.*

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

P. O. Box 427

Bridgeville, Pa.

ANDERSON EQUIPMENT COMPANY

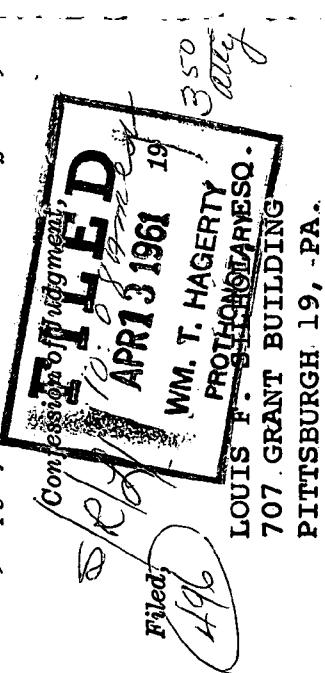
Address of Debtor:

509 Coal Street

Osceola Mills, Pa.

*Louis F. Silhol*  
Attorney for Creditor

Narr, Copy of  
and Affidavit,



*Dan Q. Arnold*  
Attorney for Plaintiff

Smith Bros. Co. Inc., Printers and Publishers  
434-436 Boulevard of Allies, Pittsburgh 19, Pa.