

DOCKET NO. 173

Number	Term	Year
496	February	1961

Anderson Equipment Company

Versus

Merle Holowecky

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

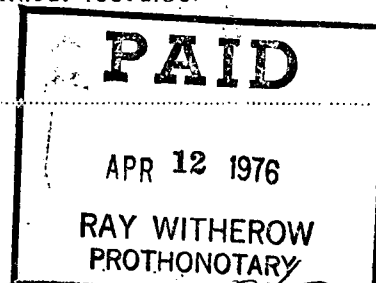
J. H. Combs, Jr. Plaintiff
Treasurer

James S. [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



12/ Div by Mkt
3.00

STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Anderson Equipment Company

SADA

P. O. Box 427

Bridgeville, Pa.

VERSUS

Carl Merle Holowecky

509 Coal Street

Osceola Mills, Pa.

No. 496	TERM February 19 61
Penal Debt	\$
Real Debt	\$18,246.67
Atty's Com.	\$ 2,737.00
Int. from	
Entry & Tax	\$ 3.50
Atty's Docket	\$ 3.00
Satisfaction Fee	\$3.00
Assignment Fee	\$3.00
Instrument	D. S. B.
Date of Same	April 13 19 61
Date Due	Installments 19
Expires	April 13 19 66

Entered of Record 13 day of April

Certified from Record 30 day of March

Raymond W. Littlejohn

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~~NOTE OVERDUE~~ WITHOUT DEFALCATIONthe 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 Holowecsky

[SEAL]

[SEAL]

[SEAL]

IN THE
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

No. 496 Feb Term, 19 61

D. S. B.

ANDERSON EQUIPMENT COMPANY

Statement and Confession

versus

MERLE HOLOWECKY

Debt,	\$18,246.67
Penalty,	\$
Interest,	\$18,246.67
Attorney's Commission,	\$ 2,737.00
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 Holowecky
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~~
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, refuse to pay same, or
any part thereof to the said Plaintiff, but hitherto altogether refuse and still refuse 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:

By virtue of the annexed Power of Attorney the undersigned hereby appears for aforesaid Defendant and con-
fesses judgment against aforesaid Defendant and in favor of the said Plaintiff for the sum of Twenty Thou-
sand 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 judg-
ment for the aforesaid sums, with costs of suit, release of all errors, and without stay of execution and inquisition and exten-
sion 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.

April 13th, 1961

Dan P. Arnold
Attorney for Defendant
Pro hac vice.

Commonwealth of Pennsylvania }
County of ALLEGHENY } ss:

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. 19 61.

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

No. 496 Feb Term, 1961

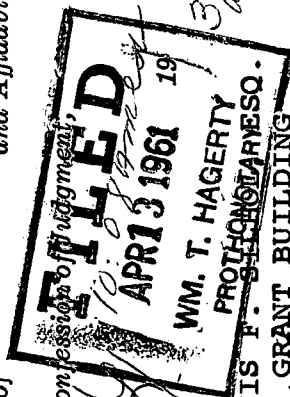
A. S. M.

ANDERSON EQUIPMENT COMPANY

versus

MERLE HOLLOWECKY

Narr, Copy of
and Affidavit,



Don Q. Arnold
Attorney for Plaintiff

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

I hereby certify that the precise residence

address of creditor is:

P. O. Box 427

Bridgeville, Pa.

Address of Debtor:

509 Coal Street

Osceola Mills, Pa.

Louis F. Silhol

Attorney for Creditor