

DOCKET NO. 174

Number	Term	Year
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507	May	1961
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Community Consumer Discount Co.

Versus

Joseph DeSalve

Marie DeSalve

STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

DuBois, Pa.

VERSUS

51
Joseph DeSalve

61
Marie DeSalve

No.	507	TERM	May....	19.61
Penal Debt		\$	
Real Debt		\$	2457.00	
Atty's Com.	15%	\$	
Int. from	July 14,	1961	
Entry & Tax	By Plff.	\$ 3.50	
Att'y Docket		\$	
Satisfaction Fee		1.00		
Assignment Fee	D. S. B.	1.00		
Instrument				
Date of Same	July 14	19.61		
Date Due	In Installments	19....		
Expires	July 15	19.66		

Entered of Record 15th day of July
Certified from Record 15th day of July

19 61 9:40 AM EST

19 61

John J. Magarty

Prothonotary

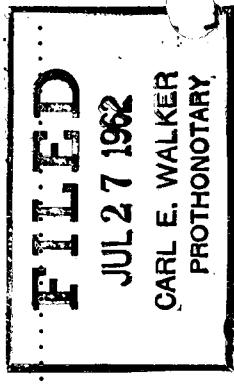
SIGN THIS BLANK FOR SATISFACTION

Received on July 19, 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

James A. Lafferty, Jr.
Plaintiff
COMMUNITY CONSUMER DISCOUNT CO.
DUBOIS, PA.
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

In the Court of Common Pleas of Clearfield County.

COMMUNITY CONSUMER DISCOUNT COMPANY, DuBois, Pa. Number 507 May Term, 19 61
versus Debt - \$2457.00
JOSEPH DeSALVE and Interest
MARIE DeSALVE Costs
Judgment filed July 18, 1961.

Whereas, JOSEPH DeSALVE and MARIE DeSALVE ----- has requested the Plaintiff in the above stated Judgment to postpone the Lien thereof in favor of a Mortgage held by the said WOLF'S HEAD OIL REFINING CO., INC. against the Defendant above named, dated the 28th day of December 1961, for the sum of \$ 8,000.00 with interest from 19, entered in the Office of Recorder of Deeds of Clearfield County in Mortgage Book Number Page

Now Therefore, Know all Men by these Presents, that the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa. Plaintiff in the Judgment first above stated, for and in consideration of the sum of One and 00/100 (\$1.00) ----- Dollars, lawful money of the United States, to me in hand paid, at and before the execution and delivery hereof, the receipt whereof is hereby acknowledged, have agreed and by these Presents do hereby agree to and with the said JOSEPH DeSALVE and MARIE DeSALVE ----- that the above Judgment held by me against JOSEPH DeSALVE and MARIE DeSALVE shall be postponed as to its Lien and payment till after the Lien and payment of the aforesaid Mortgage of WOLF'S HEAD OIL REFINING CO., INC. is fully paid, debt, interest and costs. This Agreement only to effect the Lien and collection of my said Judgment out of the property of said JOSEPH DeSALVE and MARIE DeSALVE described as follows, to wit: Three lots of land situate in Clearfield County, Pennsylvania; The First Thereof being same premises conveyed to Joseph DeSalve, et ux., by Joseph DeSalve, et ux. by deed dated June 4, 1951, and recorded in Deed Book 418, Page 208; The Second Thereof being same premises conveyed to Joseph DeSalve, et ux. by Martha Jane Hewitt, by deed dated May 24, 1954, and recorded in Deed Book 435, page 481; The Third Thereof being same premises conveyed to Joseph DeSalve, et ux. by Irven Caliari, et ux. by deed dated May 10, 1960, and recorded in the Recorder's Office of Clearfield County, Pa.

And it is Expressly Agreed, and understood that nothing herein contained shall be construed to impair the Lien or collection of my aforesaid Judgment out of any other property of the said Defendant not above described, nor to effect the Lien or collection of the same out of the property above described except to the extent and for the purpose above set forth.

Witness our hands and seals this 29th day of December A. D. 1961

COMMUNITY CONSUMER DISCOUNT COMPANY
By *James A. Gaffney Jr.* *Seal*
Anna C. Gaffney Jr. *Seal*
Seal
Seal

Number

19

Priority of Mortgage

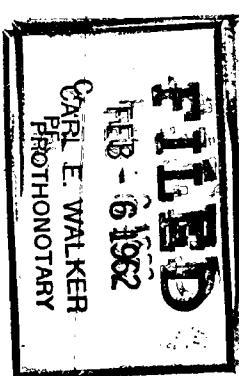
COMMUNITY CONSUMER DISCOUNT

COMPANY, Dubois, Pa.

Witness

JOSEPH DeSALVE and

MARIE DeSALVE



Community Consumer Discount Company
of DuBois, Pa.

\$ 2457.00

DuBois, Pa., JULY 14, 1961

For value received, the undersigned jointly and severally promise to pay to the

order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., or order, or assigns, at its office in the City of DuBois, Pa., the sum of Two Thousand Four Hundred Fifty Seven $\frac{0}{0}$ \$/100 - Dollars, without defalcation or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 66, approved the 8th day of April, A. D. 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of Sixty One $\frac{25}{100}$ \$/100 - - - - - Dollars, each followed by

equal installments of ----- Dollars each, the first installment

falling due 8. 15. 61 and continuing each 15th of every 1 Month thereafter.

If default shall be made in the payment of any of the said installments as and when the same become due according to the provisions hereof, or if any of the undersigned shall, or shall attempt to abscond, or move from the jurisdiction of the Courts of this County or shall assign, secrete, or dispose of his or her property, without notice to the holder hereof, then, or in any of said events, the whole principal sum of this note or such portion thereof as shall then remain unpaid, with interest and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice and interest shall be charged for any extension, deferment or default at the rate of $1\frac{1}{2}\%$ per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five cents.

And further do hereby authorize any attorney of any Court of Record of Pennsylvania, or elsewhere, or the Prothonotary thereof, to appear for me/us and with or without declaration filed, to confess judgment against me/us in favor of the holder hereof at any time for the above sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. added for Attorney's fees for collection; and for value received, do also waive the right and benefit of any law of this or any other State exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on a *fi. fa.*, with release of errors thereon and agree that judgment may be entered against me/us by filing a true copy of this note in the Prothonotary's office.

Each maker, co-maker, endorser, guarantor, surety or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance by the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce any of the conditions of this agreement.

And further I, CHARLES J. SILVER, do hereby certify that this note is given for my own personal benefit and for the improvement of my separate estate, and that I do not sign as accommodation endorser, maker, guarantor, or surety for any other person.

J. E. C. (Signature)

Witness

X Marie De Salve

(Seal)

X Joseph De Salve

(Seal)

Witness

Witness

(Seal)

For this reason, we have to consider the consequences of the new legislation on the way we do business. We have to take into account the new rules and regulations, and we have to adapt our business model to the new reality. We have to be prepared for the changes and we have to be ready to face the challenges that come with the new legislation.