

DOCKET NO. 174

Number	Term	Year
507	May	1961

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

Joseph DeSalve

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 1.00
Instrument D. S. B.
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

Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on July 19 62, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

H. B. Wiegman Plaintiff
James A. D. Daffin Plaintiff
WITNESS
COMMUNITY CONSUMER DISCOUNT CO.
DUBOIS, PA.

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

FILED
JUL 27 1962
CARL E. WALKER
PROTHONOTARY

W/C 1-50 paid

In the Court of Common Pleas of Clearfield County.

COMMUNITY CONSUMER DISCOUNT
COMPANY, DuBois, Pa.

versus

JOSEPH DeSALVE and
MARIE DeSALVE

Number 507 May Term Term, 19 61

Debt - \$2457.00

Interest

Costs

Judgment filed July 1st, 1961.

Whereas, JOSEPH DeSALVE and MARIE DeSALVE ----- has requested the
COMMUNITY CONSUMER DISCOUNT COMPANY of DuBois, Pa. -----
----- 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 I 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 re-
ceipt 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

Witnessed by

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

Number

19

Priority of Mortgage

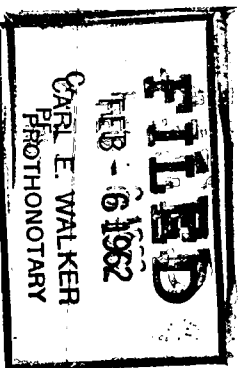
COMMUNITY CONSUMER DISCOUNT

COMPANY, DuBois, Pa.

versus

JOSEPH DESALVE and

MARIE DESALVE



507 May 1961

No. _____ Term 19 _____

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

~~COMMUNITY CONSUMER DISCOUNT COMPANY~~
COMMUNITY CONSUMER DISCOUNT COMPANY
DuBois, Pennsylvania

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

Joseph DeSalve and Marie De Salve

P.O.Box 2

Penfield, Penna.

5/21/23

FILED
JUL 13 1961
WM. T. HAGERTY
PROTHONOTARY

~~COMMUNITY CONSUMER DISCOUNT CO.~~
COMMUNITY CONSUMER DISCOUNT CO.
DuBois, Penna.—Plaintiff

By James A. Gaffney
Pres., Secy. Treas.

Community Consumer Discount Company

of DuBois, Pa.

\$ 2457.⁰⁰DuBois, 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 ²⁰/₁₀₀ - 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 EIGHT ²⁵/₁₀₀ - - - - - Dollars, each followed by

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

falling due 8. 15. 61. and continuing each 15TH of every 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 1½% 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 fl. 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 MARIE DE SALVE 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.

<u>L. E. C. [Signature]</u>	Witness	X <u>Marie De Salve</u>	(Seal)
	Witness	X <u>Joseph De Salve</u>	(Seal)
	Witness		(Seal)
	Witness		(Seal)

For a valuable consideration I/we do hereby guarantee the payment of the within note to the lawful holder thereof according to the terms and tenure thereof, waiving presentment, demand for payment, protest and notice of protest and I/we do hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time, deferment or deferments, to the maker without notice to and without releasing me/us from liability hereunder.

And I/we do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, or the Prothonotary thereof, to appear for me/us and confess judgment against me/us at any time for the within 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 or any other State exempting property, real or personal from sale, and if levy be made on land do also waive the right of inquiry and consent to the condemnation thereof with full liberty to sell the same on E. T. A., with release of errors thereon, and agree that judgment may be entered against me in the prothonotary's office by filing a true copy of the within note and endorsement and further agree that the above provisions shall bind me whether I appear as first or subsequent guarantor.

-----	Witness	-----
-----	Witness	-----
-----	Witness	-----

(Seal) (Seal) (Seal)