

DOCKET NO. 173

Number	Term	Year
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<u>517</u>	<u>February</u>	<u>1961</u>
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Claster Lumber Co., Inc.

Versus

Paul Aikins

Betty Aikins

\$

Date

January 24, 1961

Undersigned, jointly and severally if more than one, promise to pay to the order of

Deutsche Bank Co. Inc.

(Dealer's Name Here)

the sum of One Thousand-Sixty Seven — Dollars (\$ 1,667.00), in Twelve consecutive monthly installments of \$ 138.92 — Lesser — Stipend, the first installment to be payable on the

succeeding month thereafter. Said installments to be made at Deutsche Bank Co. Inc., 1961, and the remaining installments to be payable on a like day of each

with interest AFTER DEFAULT at the highest lawful rate.

In case of the failure of the Undersigned to pay any installment hereunder when and where due, the holder, at its option, may declare the entire amount of this note then remaining unpaid immediately due and payable, and proceed to collect the same. If this note or any installment thereof is not paid when due, each of the Undersigned do hereby authorize and empower any attorney of record within the United States, or elsewhere, to appear for them, or any of them, and to confess judgment against them, or any of them, and in favor of the holder hereof, as of any term with or without declaration filed, for the entire amount of this note then remaining unpaid, with costs of suit and with 15% added as attorney's collection fees; and with respect to any judgment entered hereon, each of the Undersigned waives, in regard to any real or personal property levied upon, any right of appraisement, exemption or stay of execution under any law now in force or hereafter enacted, the right of inquisition (and agrees that any real estate shall be voluntarily condemned and may be sold under a writ of f. fa.), the right of appeal, and does release all errors. Each of the Undersigned and all endorsers waive protest of this note.

(Buyer's Address)

(Buyer's Signature)

(SEAL)

(Buyer's Address)

(Buyer's Signature)

(SEAL)

517 Feb. 1961

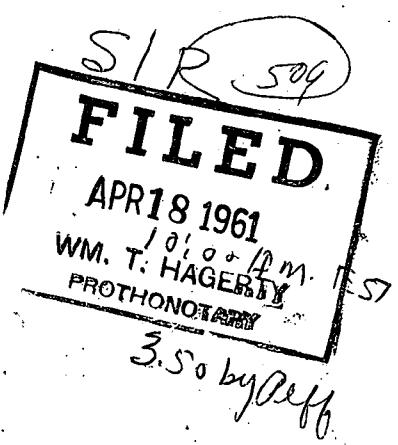
PAY TO THE ORDER OF

CLASTER LUMBER CO., INC.

With Recourse

(Dealer's Firm Name)

(Signature and Title)



SIGN THIS BLANK FOR SATISFACTION

Received on JANUARY 10., 19 62, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

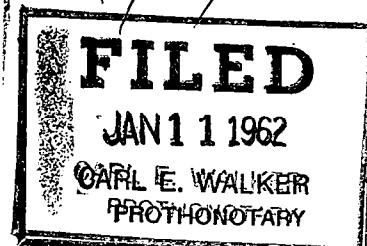
Claster Lumber Co. Inc.
W. H. Bell, Secy.
Plaintiff

Robert L. Racham
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



STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Claster. Lumber. Co., Inc.	No. 517	TERM February 1961
	Penal Debt	\$
	Real Debt	\$ 367.64
	Atty's Com.	15%
	Int. from	January 24, 1961
	Entry & Tax	By Plff. \$ 3.50
	Atty Docket	\$
✓ Paul Aikins	Satisfaction Fee	\$1.50
✓ Betty Aikins	Assignment Fee	\$2.00
	Instrument	D. S. B.
	Date of Same	January 24, 1961
	Date Due	In Instalments 19
	Expires	April 18, 1966

Entered of Record 18th day of April 19 61 10:00 AM EST
Certified from Record 9th day of January 19 62

334 60

Carl E. Malter

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLASTER LUMBER CO., INC. : No. 517 February Term, 1961
: Debt - \$367.64
vs : Judgment - entered April 18, 1961
PAUL L. AIKINS and :
BETTY J. AIKINS :
:

WHEREAS the Clearfield Trust Company has requested the CLASTER LUMBER COMPANY, INC., the Plaintiff in the above stated Judgment to postpone the Lien thereof in favor of a Mortgage held by the CLEARFIELD TRUST COMPANY against the Defendants dated the _____ day of _____, 1961, for the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7500.00).

NOW THEREFORE, Know all Men by these Presents, that CLASTER LUMBER COMPANY, INC., Plaintiff in the Judgment in the Judgment first above stated, for and in consideration of the sum of ONE (\$1.00) - - - Dollars, lawful money of the United States to it 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 CLEARFIELD TRUST COMPANY that the above Judgment held by it against PAUL L. AIKINS and BETTY J. AIKINS, shall be postponed as to its Lien and payment till after the Lien and payment of the aforesaid Mortgage of CLEARFIELD TRUST COMPANY 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 PAUL L. AIKINS and BETTY J. AIKINS, described as follows, it wit: All that certain piece, parcel, or tract of ground situate in the Third Ward of Clearfield, County of Clearfield, and State of Pennsylvania, BEGINNING on the North by an alley; on the South by Nichols Street; on the East by a lot formerly of David Williams, now of Urey Lumadue; and on the West by the lot of Cyrus J. Mann; and BEING known as Lot No. 24 in Schyriver's Addition to Clearfield Borough and recorded at Clearfield in Miscellaneous Book R, page 552 and being a lot fronting forty-five (45) feet on Nichols Street and extending one hundred and fifty

(150) feet to an alley. This also includes a house, trailer, which is attached to the front of the house.

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, not 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 _____ day of
_____, A. D. 1961.

CLASTER LUMBER COMPANY INC.

Teal

M. S. Claster, Jr. (SEAL)

_____ (SEAL)

WITNESSED BY

Attest:

✓ M. H. Teal

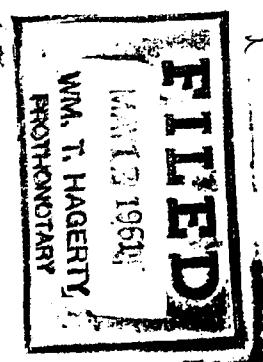
5/7/1961

PRIORITY OF MORTGAGE

CLASTER LUMBER COMPANY, INC

V.9

PAUL L. AIKINS and BETTY
J. AIKINS.



EDWARD T. KELLEY

ATTORNEY AT LAW
CLEARFIELD, PA.

100 Court Street C