

DOCKET NO. 174

| Number | Term | Year |
|--------|------|------|
| 517    | May  | 1961 |

---

First National Bank Erie

---

---

Versus

---

Robert E Stewart

---

Mary L Stewart

---

---

# STATEMENT OF JUDGMENT

Docket No. ...174 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of ✓

Erie, Pa.

VERSUS

Robert E Stewart ✓

Mary L Stewart ✓

515 Bloomington Ave.,  
Curwensville, Pa.

No. 517 TERM May 19 61

Penal Debt ..... \$ .....

Real Debt ..... \$ 737.42

Atty's Com. 15% ..... \$ 110.61

Int. from August 31, 1959 .....

Entry & Tax By Atty ..... \$ 3.50

Att'y Docket ..... \$ 3.00

Satisfaction Fee ..... 1.00

Assignment Fee ..... 1.00

Instrument D S B .....

Date of Same August 31, 19 59

Date Due Installments 19...

Expires July 18 19 66

Entered of Record 18th day of July

19 61 8:50 AM EST

Certified from Record 18th day of July

19 61

*James G. Hagerty*  
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on ..... March 26, ....., 19 63 .., of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-  
tary is authorized to enter Satisfaction on the same.

THE FIRST NATIONAL BANK OF ERIE

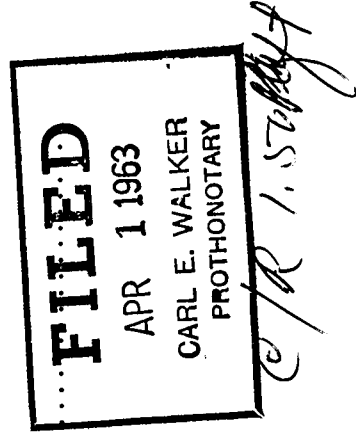
*A. H. Mattis*  
A. H. Mattis, Vice President  
*Charles M. Albright*  
Witness

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



Due 15

Erie, Pa., August 31, 19 59 \$ 737.42

For value received, the undersigned jointly and severally promise(s) to pay to the order

of Sussex Bros. Co.

the principal sum of Seven hundred thirty-seven & 42/100 Dollars, at the office of  
The First National Bank of Erie, with interest at the rate of 6% per annum from maturity, said principal sum to be payable as follows:  
\$ 20.27 on October 15, 19 59, and \$ 20.49 on the same day of each and every month thereafter until  
September 15, 19 62, on which date the entire balance of the principal then unpaid shall become due and payable.

In the event that (I) (we) shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, (I) (we) promise to pay a "late charge" of five cents (5c) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

Upon failure to make any payment or payments as herein agreed, or in the event of the death, insolvency, bankruptcy, receivership or failure in business of any of the undersigned, or of any endorser or guarantor this note shall, at the option of its holder, become immediately due and payable, without demand or notice.

And further, (I) (we) do hereby authorize and empower the Prothonotary or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and confess judgment for the sum due and payable hereon, including the "late charge" above referred to, with or without declaration, with costs of suit, release of errors, without stay of execution, and with fifteen percent added for collection fees; and also waive the right of redemption on any real estate that may be levied upon to collect this note, and do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the Fl. Fa. said voluntary condemnation; and further agree that said estate may be sold on a Fl. Fa. and hereby waive and release all relief from any and all appraisement, stay or exemption laws of any state now in force or hereafter to be passed, and also waive the benefit of the present and any future bankruptcy law that may be passed by the United States.

#### THE FIRST NATIONAL BANK OF ERIE

is hereby authorized to pay the proceeds of this note when and if purchased to the order of

Sussex Bros. Co.

Payable at THE FIRST NATIONAL BANK OF ERIE, Erie, Pennsylvania

Address \_\_\_\_\_

Telephone \_\_\_\_\_

+ Robert E. Stewart (Seal)  
+ Mary E. Stewart (Seal)

ERIE, PA.

19

For as received I or we, jointly and severally, hereby sell, assign, transfer and set over unto THE FIRST NATIONAL BANK OF ERIE, to have and to hold unto said bank, its heirs, assigns and assigns forever, all our right, title and interest in the within note, or in satisfaction of the payment of each installment and all installments when due, waiving protest, demand, notice of non-payment, and all defenses arising out of lack of diligence in enforcing payment thereof, and do hereby empower any attorney of any Court of Record to appear for me or us and with or without declaration filed, confess any judgment against me or us for the sum of within note after default or any installment; or installments by the maker or makers, with the costs of suit, release of errors, and without attorney's fee for collection; and do further hereby agree that upon failure of the maker or makers to make any payment or payments agreed to in this note, or in the event of the death, insolvency, bankruptcy, receivership or failure in business of any maker or makers, or of any or all of the undersigned, this note shall, at the option of its holder, become immediately due and payable, without demand or notice to any maker or endorser. And I or we, jointly and severally, hereby waive the right of injunction and extension, and agree to the condemnation of any real estate levied on by virtue of any writ of execution issued hereon, and agree to the sale of said real estate on Ft. Pa., and do hereby waive all benefits or exemption laws of this Commonwealth on any levy on real or personal property made by virtue of any execution hereon, and no benefits or exemption or stay laws shall be claimed; and further do hereby waive the benefit of the present and any future bankruptcy law that may be passed by the United States of America.

(SEAL)

(SEAL)

(SEAL)

#### WITHOUT RECOURSE

For value received pay to the order of

THE FIRST NATIONAL BANK

OF ERIE

SUSOL BROTHERS CO.

By 2419 West 12th St (SEAL)

ERIE, PA.

Wm T. Hagerty (SEAL)

(Original, Father or Owner)

I hereby certify that this is a true and correct copy of the original instrument filed in this matter.

Wm T. Hagerty  
Prothonotary

THE FIRST NATIONAL BANK OF  
ERIE

vs.

ROBERT E. STEWART

MARY L. STEWART

State of Pennsylvania,  
County of Clearfield

In the Court of Common Pleas

of Clearfield County,

of May Term, 19 61

No. 517

D. S. B.

ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendants, bearing date the 31st day of August A. D. 1959, whereby the Defendant doth promise to pay to the said Plaintiff in installments the sum of \$737.42 - - - - - Dollars for value received, with interest from August 31, 1959 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of \$737.42 - - - - - Dollars with interest from August 31, 1959 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: and with 15 % for attorney's commission and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation, of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$ 737.42

The present balance is \$348.77  
and the date of default is  
May 15, 1961.

Attorney's Commission ( 15 %) \$ 110.61

Interest from August 31, 1959

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt  
Attorney for the Plaintiff

State of Pennsylvania,  
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, We, Bell Silberblatt & Swoope by Paul Silberblatt do hereby appear for Robert E. Stewart & Mary L. Stewart the Defendants in the stated action without writ, as of May Term, 19 61, and therein confess judgment against them and in favor of The First National Bank of Erie the Plaintiff, for sum of \$737.42 - - - - - Dollars, with interest from August 31, 1959 and with Attorney's Commission of \$ 110.61 and costs of suit release of all errors in the entering of said judgment, and issuing of any process thereon and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation.

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt  
Attorneys for Defendant

To William T. Hagerty, Esq.,  
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor  
is Erie, Penna.  
and the last known address of the Defendant is 515 Bloomington, Ave., Curwensville, Pa.

BELL, SILBERBLATT & SWOOPE

By *Paul Silberblatt*  
Attorneys for Plaintiff

In the Court of Common Pleas

of Clearfield County

MAY Term 1961

No. 517

The First National Bank of  
Erie

vs.

Robert E. Stewart  
Mary L. Stewart

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$737.42

Interest, - - 6%

Atty's Com - \$110.61

Filed

Prothonotary

BELL, SILBERBLATT & SWOOPE  
Clearfield, Penna. Attorneys for Plaintiff

FILED

JUL 13 1961  
8:50 AM EST  
WM. T. HAGERITY  
PROTHONOTARY