

DOCKET NO. 175

Number **Term** **Year**

562 November 1961

First National Bank of Reynoldsville

Versus

John S. Marshall

For value received I (We) promise to pay to the order of

Date Aug. 3. 1960 19 No. 4879

Clair E. Platt

THE FIRST NATIONAL BANK OF REYNOLDSVILLE, PA.

the sum of Thirty three hundred twelve & 36/100 Dollars (\$ 3312.36), with interest at the rate of six per cent (6%) per annum from maturity, said sum to be payable as follows:

Ninety two & 01/100 Dollars on the 3rd day of September, 1960, and Ninety two & 01/100 Dollars on the 3rd day of each month thereafter to and including the 3rd day

of August 1963.

This note is given to cover deferred installments or rental under a lease of even date for an Automobile. Upon default in payment of any installment herein provided for or of any interest which may become due thereon, all the remaining installments shall thereupon immediately become due and payable at the election of the holder thereof. If any installment or installments herein provided for are not paid at maturity then in that event only the maker or makers hereby empower any attorney of any court of record within the United States or elsewhere to appear for said maker or makers and waive the issue and service of process and to confess judgment against such maker or makers in favor of the holder hereof for the amount of any such installment or installments which shall not have been paid at maturity with interest thereof after maturity together with all remaining installments and any cost or expense incurred by you in possessing, holding, repairing, selling, or again leasing the said Automobile, and the costs of suit and an amount equal to 15% of all unpaid installments for attorney's commission for collection, and release of all errors without stay of execution and injunction and extension upon any levy on real estate are hereby waived and condemnation agreed to and the exemption of personal property from levy and sale on any execution is also hereby expressly waived and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or hereafter passed. Makers and endorsers hereby waive presentation, demand, protest, and notice of protest and non-payment.

Signed John S. Marshall (Seal)
(Buyer Sign Here)

COPY

Owner, Partner or Firm Member

For Value received pay to the order of
THE FIRST NATIONAL BANK
OF REYNOLDSVILLE, PA.

We and each and all of the undersigned hereby waive, demand, protest and notice of protest of non-payment of the within obligation. In addition thereto we, each and all of the undersigned hereby jointly and severally guarantees payment of principal and interest at the time and in the manner provided for in the contract of the lease, to cover which payments the within note is given at the time and in the manner set forth in said lease. We hereby authorize the maker of the within note without notice to us to procure and the holder hereof to grant extension of any payment provided for in said lease and waive service upon us of any notice otherwise required under the guarantee herein made. In case of default upon the part of the maker of the within note to make payments at the time and in the manner provided in the lease herein referred to, the entire amount due upon said note, together with any expense incurred by the Lessor or assignee thereof in repossessing, holding, repair and selling or again leasing Automobile referred to in said lease, shall at the option of the holder become immediately due and payable and we do hereby jointly and severally authorize any attorney of any court of record to appear for us and confess judgment against us without declaration hereby waiving all exemption laws now in force or hereinafter to be enacted, condemnation of real estate and stay of execution, together with interest, cost, attorney's commission of fifteen per cent.

Signed Clair E. Platt
(Seller)

By, _____ (SEAL)
• (Officer, Firm Member or Owner)

PAYMENT RECORD

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

THE FIRST NATIONAL BANK)
OF REYNOLDSVILLE,)
Plaintiff,)
vs.) No. 562 November Term, 1961
JOHN S. MARSHALL,)
Defendant)

CONFESION OF JUDGMENT

Clearfield County : ss:

By virtue of the power of attorney set forth in the judgment note signed by the defendant, copy of which is attached hereto and made a part hereof, the undersigned attorneys do appear for the said John S. Marshall, defendant, and confess judgment against him in favor of The First National Bank of Reynoldsville, plaintiff, for the sum of \$2,024.22, with interest from the 4th day of August, 1963, with 15% collection fee, costs of suit, release of errors, etc., in accordance with the terms of said writing obligatory, copy of which is attached hereto and made a part hereof.

Edward V. Cherry
Clement Simon

Attorneys for Defendant

AFFIDAVIT OF DEFAULT

State of Pennsylvania)
County of Jefferson) ss:

Before me, the undersigned official, personally appeared E.E. Deible, who, being duly sworn, deposes and says that he is the President of The First National Bank of Reynoldsville, plaintiff; that on August 3, 1960, the defendant executed a judgment instalment note in favor of Clair E. Platt for \$3,312.36, payable \$92.01 on the third day of September, 1960, and a like sum on the third day of each month thereafter to and including the third day of August, 1963, said judgment instalment note being later assigned by the said Clair E. Platt to The First National Bank of Reynoldsville, plaintiff, copy of said note and assignment being attached hereto and made a part hereof; that the defendant has defaulted in the payment of certain instalments as they became due, and the plaintiff has elected to declare the entire unpaid balance of the note, to-wit: \$2,024.22, immediately due and payable, and has made demand upon the defendant for payment of the same; that the defendant has failed and refused to pay the same or any part thereof.

Sworn and subscribed to
before me this 24th day of
January, 1962.

NOTARY PUBLIC

...; Commission Exp. February 5, 1963

Edward Deible
Clement Simon

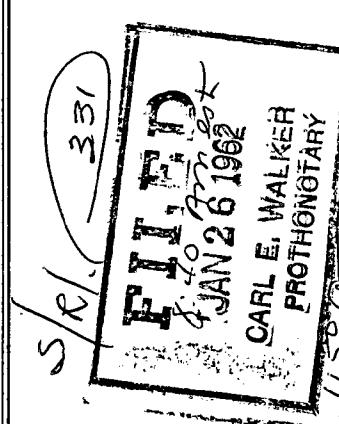
No. 562 November Term, 1961

In the Court of Common Pleas of
Clearfield County,
Pennsylvania

THE FIRST NATIONAL BANK
OF REYNOLDSVILLE,
Plaintiff,

vs.
JOHN S. MARSHALL, Defendant

CONFESSON OF JUDGMENT



Gleason, Cherry & Cherry
Attorneys at Law
DuBois Pa.

CLEMENS SIMON
ATTORNEY AT LAW
413 MAIN STREET
REYNOLDSVILLE, PA.

It is hereby certified that the name and address of the Plaintiff is The First
National Bank of Reynoldsville, Reynoldsville, Pa., and the name and address
of the defendant is John S. Marshall, R.D., Pennfield, Pa.

Certificate of Residence

Attoorneys for Plaintiff