

DOCKET NO. 173

Number      Term      Year

564      February      1961

Community Consumer Discount Co.

Versus

Robert English

Mrs. Avenell English

#5217

# Community Consumer Discount Company

of Clearfield, Pa.

\$ 2412.00

Clearfield, Pa. .... April 17, 1961

For value received, the undersigned jointly and severally promise to pay to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., or order, or assigns, at its office in the Borough of Clearfield, Pa.,

the sum of **Two Thousand Four Hundred Twelve** ~~-----~~ 00/100 .... 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, 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

**36** .... equal installments of ~~-----~~ **Sixty-seven** ~~-----~~ Dollars each, followed by

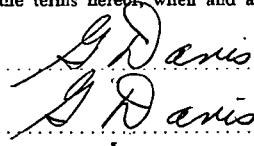
**no** .... equal installments of ~~-----~~ **None** ~~-----~~ Dollars each, the first installment

falling due **May 5, 1961** .... and continuing each **5th** .... of every ... **month** .... thereafter.

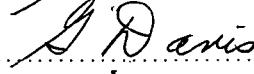
If default shall be made in the payment of any of the said installments of this note or any renewal thereof, as and when the same become due according to the provisions hereof, or the provisions of any renewal hereof, or if any of the undersigned shall attempt to abscond, or move from the jurisdiction of the Courts of this County, or shall assign, secret, or dispose of his or her property, without notice to the holder hereof, then, or in any of the said events, the whole principal sum of this note or any renewal hereof or such portion thereof as shall then remain unpaid, with interest, costs 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 to the undersigned, and interest shall be charged for any extension, deferment or default at the rate of 1 1/2% per cent per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five (25c) cents.

And the undersigned do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the above sum, with or without defalcation, with interests above provided, with costs of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note, and consent to the condemnation thereof with full liberty to sell the same on a f. fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

Each maker, co-maker, endorser, guarantor, 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, or deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance of 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 the conditions of this agreement.



Witness



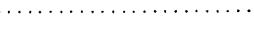
Witness



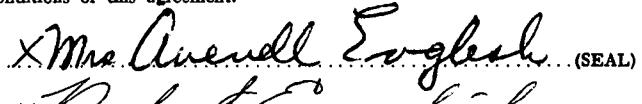
Witness



Witness



Witness


(SEAL)



(Please sign your name in full)

(SEAL)

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

And the undersigned further authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the within sum, with or without defalcation, with interest as above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note and consent to the condemnation thereof with full liberty to sell the same on a fi. fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

..... Witness ..... (SEAL)

..... Witness ..... (SEAL)

..... Witness ..... (SEAL)

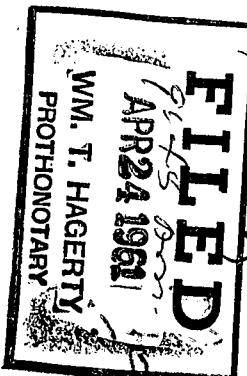
564 Feb 1961  
This is to certify that the  
address of the following is  
a true and correct address:

R.D.

Morrisdale, Pa.

COMMUNITY CONSUMER DISCOUNT CO.

*R.D. Hager*  
Treas.



COMMUNITY CONSUMER DISCOUNT  
COMPANY

versus

ROBERT ENGLISH and  
MRS. AVANELL ENGLISH

In the Court of Common Pleas of

the county of Clearfield

of February Term, A. D. 1961

No. 564

Real Debt, - - - - \$2412.00

Int. from April 24, 1961

Costs, - - - - \$

Entered and filed April 24, 1961

KNOW ALL MEN BY THESE PRESENTS, that Community Consumer Discount Company

the plaintiff named in the above entitled judgment, for and in consideration of the sum of one Dollar, lawful money of the United States, to it paid by the defendant above named, the receipt whereof is hereby acknowledged, do hereby forever acquit, exonerate, discharge and release from the lien of the above entitled judgment, the following described property, to-wit:

ALL that certain lot or parcel of land lying, being and situate in the Township of Bradford, in the County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the westerly side of State Highway, U. S. Route No. 322 and in line of land now or formerly of W. D. and C. A. Walker; thence in a southerly direction along right-of-way line of said State Highway two hundred (200) feet to a stake; thence in an westerly direction along land of grantors one hundred and fifty five (155) feet, more or less, to stake in the easterly line of the public driveway; thence in a northeasterly direction along the line of said driveway two hundred and twenty (220) feet, more or less, to stake in line of land now or formerly of W. D. and C. A. Walker; thence in an easterly direction along line of land now or formerly of W. D. and C. A. Walker twenty-four (24) feet, more or less, to an iron pin and the place of beginning.

BEING the same premises which Ernest S. Jury and Oma V. Jury, his wife, granted and conveyed by deed dated the 11th day of June, 1954, recorded at Clearfield in Deed Book No. , page , to Robert English and Avanell English, husband and wife.

And it is further agreed that the plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity, so far as respects all other lands and tenements of the said defendants situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF the said Community Consumer Discount Company has caused this Indenture to be signed by its President , attested by its Secretary and has caused the common and corporate seal of the said corporation to be hereunto affixed this 4th day of December 1964.



Attest:

Dorothy M. Rechel  
Secretary

COMMUNITY CONSUMER DISCOUNT COMPANY

By Ed P. Wilson President

No. 564 February Term, 1961

COMMUNITY CONSUMER DISCOUNT COMPANY

versus

ROBERT ENGLISH and  
MRS. AVANELL ENGLISH

### Release From Lien of Judgment

Upon lot of ground situate in  
the Township of Bradford,  
County of Clearfield and State  
of Pennsylvania

Entered and filed April 24,

1961

FILED

E DEC 4 1964  
CARL E. WALKER

PROTHONOTARY

Clarence R. Kramer  
Attorney