

DOCKET NO. 175

| NUMBER - | TERM | YEAR |
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| 567 | November | 1961 |

Security Building & Loan Assoc.

VERSUS

John Palmer

Geraldine M. Palmer

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| IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA, No. <u>56</u> November term, 1961 | |
| SECURITY BUILDING & LOAN ASSOCIATION of Clearfield, Pennsylvania | 51 vs. JOHN PALMER and GERALDINE M. PALMER 41 |
| CONFESSION OF JUDGMENT | |
| <u>June 20, 1959 - Date of</u> <u>Lien</u> | |
| 5/1 334 FILED JAN 26 1962 CLARENCE E. WALKER PROTHONOTARY H. S. O'Leary | |
| BELL, SILBERBLATT & SWOOPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA. | |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

-vs-

JOHN PALMER and
GERALDINE M. PALMER

No. 567 November Term, 1961

DECLARATION

The Plaintiff's claim in the above stated action is founded on a Bond hereunto annexed under the hands and seals of the Defendants dated the 12th day of June, 1959, secured by a Mortgage dated the 12th day of June, 1959, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book 185, page 407, in and by which Bond the Defendants stand bound unto the Plaintiff in the sum of Ten Thousand Dollars (\$10,000.00) conditioned for the payment of the just sum of Five Thousand Dollars (\$5,000.00), together with interest thereon and all fines and charges as imposed by the Constitution and By-Laws of the Plaintiff, said Bond and Mortgage being payable at the rate of Fifty-Four Dollars (\$54.00) per month as monthly contribution for premium, interest and dues on twenty-five (25) shares of the 72nd Series of the Capital Stock of the Plaintiff.

The aforesaid Bond and Mortgage are now in default for failure to pay the required monthly payment thereof.

The aforesaid Bond contains a Warrant of Attorney, authorizing any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere to appear for the Defendants therein and confess Judgment against them for the said penal sum with costs of suit, a ten percent (10%) attorney's commission, and a release of all errors in the entry of said Judgment, and waives the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

The Plaintiff avers that there is justly due and owing to it out of the said penal sum the following, to wit:-

| | |
|--------------------------------------|---------------|
| Principal balance due. | \$ 4,270.81 |
| Attorney's commission. | 427.08 |
| Insurance premiums advanced. | <u>127.02</u> |

Total. \$ 4,824.91

With interest after January 15, 1962.

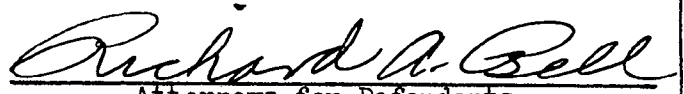
BELL, SILBERBLATT & SWOOPE
By


Attorneys for Plaintiff

CONFESSION OF JUDGMENT

By virtue of the Warrant of Attorney hereinabove mentioned and hereunto annexed, I hereby appear for John Palmer and Geraldine M. Palmer, Defendants in the above stated action, and confess Judgment against the said John Palmer and Geraldine M. Palmer and in favor of the Security Building and Loan Association of Clearfield, Pennsylvania, Plaintiff, for the penal sum of Ten Thousand Dollars (\$10,000.00) to be released upon the payment of the principal of Four Thousand Two Hundred Seventy and 81/100 Dollars (\$4,270.81), and attorney's commission of Four Hundred Twenty-Seven and 08/100 Dollars (\$427.08), and insurance premiums advanced of One Hundred Twenty-Seven and 02/100 Dollars (\$127.02), for a total of Four Thousand Eight Hundred Twenty-Four and 91/100 Dollars (\$4,824.91); and in accordance with the tenure of said Warrant of Attorney, I hereby do release all errors in the entry of said Judgment, waive the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

BELL, SILBERBLATT & SWOOPE
By


Attorneys for Defendants

CERTIFICATE OF RESIDENCE

To Carl E. Walker, Prothonotary

Sir:

I hereby certify that the address of the Security Building and Loan Association of Clearfield, Pennsylvania, is Clearfield, Clearfield County, Pennsylvania; and the address of John Palmer and Geraldine M. Palmer is 312 Clearfield Street, Clearfield, Clearfield County, Pennsylvania.

BELL, SILBERBLATT & SWOOPE

By


Attorneys for Plaintiff

AFFIDAVIT AS TO MILITARY SERVICE

John H. Bartley, being duly sworn
according to law, deposes and says that he is acquainted with the Defendants,
John Palmer and Geraldine M. Palmer, and to the best of his knowledge and
belief neither of the said Defendants is now in the Military Service or Naval
Service of the United States or its allies, or otherwise within the
provisions of the Soldiers and Sailors Civil Relief Act of 1940 and its
amendments.

Sworn and subscribed to
before me this 26 day
of January, 1962.

Mrs. Frances U. Spigola

NOTARY PUBLIC
Clearfield, Clearfield County, Pa.
My Commission Expires Jan. 6, 1966

Know all Men by these Presents,

That John Palmer and Geraldine M. Palmer, his wife, of the Borough of Clearfield, Clearfield County, Pennsylvania, are

held and firmly bound unto the SECURITY BUILDING AND LOAN ASSOCIATION OF CLEARFIELD, PENNSYLVANIA, Clearfield County and State of Pennsylvania, in the sum of Ten Thousand (\$10,000.00) - - - - - Dollars, lawful money of the United States of America to be paid to said Association, their certain attorney, successors or assigns: To which payment well and truly to be made they do bind themselves, their

heirs, executors and administrators firmly by these presents. Sealed with their seal. Dated the 12th day of June in the year of our Lord one thousand nine hundred and fifty-nine.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden John Palmer and Geraldine M. Palmer, his wife, their heirs, executors and administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named Association, or to their certain Attorney, successors or assigns, the just sum of Five Thousand (\$5000.00) - - - - - Dollars such as above said, at any time during the existence or continuance of the said Association together with lawful interest for the same, and together with all fines and charges imposed by the Constitution and By-Laws of said Association, in like money, payable monthly on the last Thursday of each and every month hereafter, and shall also well and truly pay, or cause to be paid unto the said Association, their successors or assigns, the sum of Fifty-Four (\$54.00) - - - - - Dollars, on the said Last Thursday of each and every month hereafter, as and for the monthly contribution for premium interest and dues on twenty-five Shares of the seventy-second Series of the Capital Stock of the said Association now owned by the said John Palmer and Geraldine M. Palmer, his wife, without any fraud or further delay: PROVIDED HOWEVER, and it is hereby expressly agreed that if at any time default shall be made in the payment of four monthly contracted payments or of the said principal money when due, assessments or premiums for insurance on the property described in the Indenture of Mortgage herewith given, or of the said interest, or of the monthly premium, interest and dues, or of the said fines, and charges, or the monthly contribution on said Stock for the space of six months after any payment thereof shall fall due, or as soon as the value of each share is Two Hundred Dollars, for the space of one month after said payment shall fall due, then, and in such case, the whole principal debt aforesaid shall, at the option of the said Association, their successors and assigns, immediately thereupon become due, and payable and recoverable, and payment of said principal sum, and all interest, monthly premiums, fines and charges thereon, as well as any contribution on said twenty-five Shares of these seventy-second Series of Stock then due, together with an Attorney's commission of ten percent., on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything herein contained to the contrary thereof in anywise notwithstanding.

AND FURTHER, they do hereby empower any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere, to appear for them and with or without a declaration filed in their names, to confess a judgment or judgments in favor of the above mentioned Association, its successors and assigns, and against them for the said sum of Five Thousand (\$5000.00) - - - - - with costs of suit and Attorney's Commission, as aforesaid, with a full release of all errors and without stay of execution after any default as aforesaid. And they also waive the right of inquisition upon all real estate which may be levied upon to collect the said sum, and they do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon a Fieri Facias, said voluntary condemnation, and they further agree that said real estate may be sold upon a Fieri Facias. And the said obligors do hereby waive and release to the said Association, its successors and assigns, the benefit and advantage of all laws now in force, or that may be passed exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of the said judgment.

Signed, Sealed and Delivered
in the Presence of

John Palmer



Geraldine M. Palmer

