

DOCKET NO. 174

Number	Term	Year
<u>578</u>	<u>May</u>	<u>1961</u>

Brookline Savings & Trust Company

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Versus

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Angelo F. Carmella

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June R. Carmella

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Prothonotary Form 182

No. 578 May 61 Term, 1961 D. S. B.

I hereby certify that the precise residence of the creditor is:

No. 820 St. Brookline Blvd.

Pittsburgh,  
Wd. City Boro or Twp.

Pennsylvania  
County State

And the name of the defendant is:

Angelo F. Carmella

June R. Carmella

Last known residence of Defendant

No. RD #2 St. Home Camp Rd.

DuBois,  
Wd. City Boro or Twp.  
5/26/265  
Clearfield, Pennsylvania  
County State

And direct the Prothonotary to enter the same as such.

BROOKLINE SAVINGS AND TRUST COMPANY

W. T. HAGERTY

PROTHONOTARY

Plaintiff, Attorney or Agent

VICE PRES.

400-497

**AFFIDAVIT OF DEFAULT**

STATE OF PENNSYLVANIA } SS:  
COUNTRY OF ALLEGHENY }

G. M. Cote

....., being duly sworn according to law, deposes and says that he is the Vice President of Brookline Savings and Trust Company, and duly authorized to make this affidavit, that Angelo F. and June R. Carmela, the makers of the attached judgment note in the sum of \$2,618.62, to the order of Susol Brothers Co. and negotiated by the latter to Brookline Savings and Trust Company, have defaulted in the payment of the 7-1-61 installment of \$13.65, provided for in said note.

WHEREFORE, by the terms and provisions of said note, the entire unpaid balance of said note, to wit, the sum of \$2,30.07, is now due and payable, and Brookline Savings and Trust Company is entitled to judgment in said sum of \$2,30.07, with an attorney's commission of 12%. BROOKLINE SAVINGS AND TRUST COMPANY

Sworn to and subscribed before me this

25th day of July 1961

*G. M. Cote*  
NOTARY PUBLIC  
Pittsburgh Agency Co., Pa.

VICE PRESIDENT

Number .....

Amount \$ 2618.62  
8/26 (Date) 1960For value received, I/We promise to pay to the order of Susol Brothers Co. Dubois, Pa. (State) 26 1/2 (Date) 1960Twenty six hundred eighteen 46 1/2 Dollars 60  
monthly installments of 59c 43.65 each with a final installment of 10.63.27 beginning on the 1st day of Oct, 1960,

and continuing on the same day of each and every month thereafter until the full amount hereof is paid.

Non-payment of any installment when due is subject to a late charge not to exceed 5c per dollar of each installment payment more than fifteen days in arrears, but not to exceed \$5.00 in respect of any one such late payment or such lesser maximum amount as may be allowed by law.

In the event any installment shall not be paid when due, the holder hereof may at his election declare the full amount of this note then remaining unpaid together with late charges due as aforesaid on any installments then in arrears immediately due and payable and may proceed to collect the same at once. If this note be not paid at maturity or at its accelerated maturity as agreed herein, the undersigned and each and any of them do hereby jointly and severally empower any attorney of any Court of Record within the Commonwealth of Pennsylvania or any other State or Territory of the United States to appear for the undersigned and, where required by law, to waive the issuing and service of summons against the undersigned or any of them, and with or without declaration filed, confess judgment against the undersigned or any of them in any Court in the Commonwealth of Pennsylvania or any other State or Territory of the United States if permitted by the law of that State or Territory and in favor of said payee or any holder of this note for the sum due and payable thereon with costs of suit, and attorney's commission of 15 per cent for collection where permitted by law; with release of all errors and without stay of execution, and inquisition and extension upon any levy is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution hereon is also hereby expressly waived and no benefit of exemption is to be claimed under and by virtue of any exemption law now in force or which may be hereafter passed by any State or Nation. The makers of this note, when more than one, shall be jointly and severally liable hereon.

All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive protest and agree that the holder hereof may grant any extension or extensions of the time or times of payment of the within note, without discharging them or any of them from liability hereon.

THE BROOKLINE SAVINGS AND TRUST COMPANY is hereby authorized to pay the proceeds of this note when and if purchased to the order of .....

Susol Brothers Co.

Payable at BROOKLINE SAVINGS AND TRUST COMPANY, 620 Brookline Boulevard, Pittsburgh, Pa.

WITNESS: James H. Fluegel

14

X Angela F. Carmella (SEAL)  
Jane P. Carmella (SEAL)

WITNESS: .....

WITNESS: .....

For value received we, and each of  
us, assign this note and all money  
secured thereby to Brooklyn Savings  
& Trust Company, its successors and  
assigns.

WITHOUT RECOURSE

SUSOL BROTHERS CO.  
2419 West 14th St.

F. D. R. MANN, Jr.  
(Name)

Per Anthony J. Grisanti Branch Manager  
(Title)

(Address)

(Name)

Per.....  
(Title)

(Address)

(Name)

Per.....  
(Title)

(Address)

Anthony J. Grisanti-Pres. Mgr.

IN THE COURT OF  
Common Pleas of Allegheny County, Pennsylvania  
CLEARFIELD

114 ✓  
BROOKLINE SAVINGS AND TRUST COMPANY

vs.  
14 ✓  
Angelo F. Carmella

June R. Carmella 54 ✓

No. DSB 578 May Term, 19 61

Debt \$ 2618.62

Payable Installments

Interest from Maturity

Cost paid by

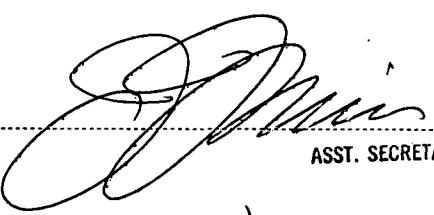
Entered July 25, 1961

Carl E. Walker

PROTHONOTARY

Having received from Angelo F. and June R. Carmella the full amount of the debt, interest and costs of the above judgment. We do hereby authorize, empower and direct the Prothonotary of Allegheny County to enter satisfaction of the same on the records Clearfield

Witness Our hand and seal this 17th day of July A. D. 19 64

Attest:   
ASST. SECRETARY

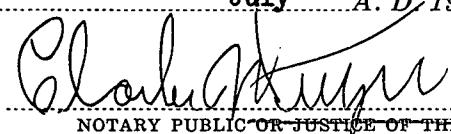
BROOKLINE SAVINGS AND TRUST COMPANY

  
VICE PRES.

State of Pennsylvania } ss:  
County of Allegheny.

Before me, a Notary Public duly commissioned and sworn, personally came the above named G. M. Cote being the identical person named as Plaintiff in the above stated case, who in due form of law acknowledged the above Power of Attorney to be his act and deed, and to the end that the same might be recorded as such.

Witness my hand and seal this 17th day of July A. D. 19 64

  
NOTARY PUBLIC OR JUSTICE OF THE PEACE

2-6-67

CHARLES W. WEYER, Notary Public  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JUNE 1, 1968

No. DSB 578 May Term, 19 61

BROOKLINE SAVINGS AND TRUST COMPANY

v.s.

Angelo F. Carmella

June R. Carmella

POWER OF ATTORNEY AUTHORIZING  
SATISFACTION OF JUDGMENT

