

DOCKET NO. 173

| Number | Term     | Year |
|--------|----------|------|
| 579    | February | 1961 |

Community Consumer Discount Co.

Versus

R. F. McDonald

Catherine McDonald

# Community Consumer Discount Company

of Clearfield, Pa.

2457.00 Clearfield, Pa. April 21, 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.,

(1437) the sum of Two Thousand Four Hundred Fifty Seven and no/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 Eight and 25/100 Dollars each, followed by  
no equal installments of none Dollars each, the first installment

falling due May 15, 1961 and continuing each 15th day 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 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.

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  
(Please sign your name in full)

579 Feb 1961

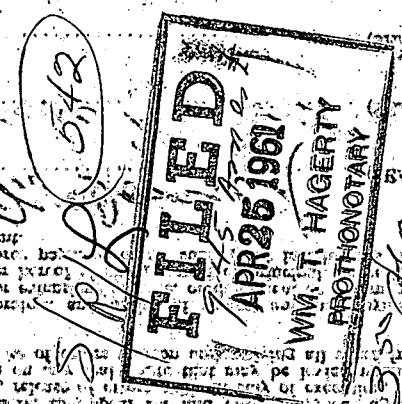
This is to certify that the address of the following is a true and correct address:

R.D. #2  
Clearfield, Pa.  
COMMUNITY CONSUMER DISCOUNT CO.  
*Joseph H. Hager*  
Secretary-Treasurer

Witness  
Witness  
Witness  
Witness

(Please sign and date in full)

(SEAL)



For a valuable consideration the undersigned hereby guarantees the payment of the within note to the lawful holder thereof according to the term and tenor 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 authorizes and empowers 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 default, 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 waives the right of injunction 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 R. R., 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.

COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., do hereby certify that the within note is a true and correct copy of the original note as the same appears in the records of the County of Clearfield, Pa., and is a true and correct copy of the original note as the same appears in the records of the County of Clearfield, Pa., and is a true and correct copy of the original note as the same appears in the records of the County of Clearfield, Pa.

Witness  
Witness  
Witness  
Witness

to the holder of the note

to the holder of the note

11 ✓  
COMMUNITY CONSUMER  
DISCOUNT COMPANY

versus

21 R. F. McDONALD and  
23 CATHERINE McDONALD

In the Court of Common Pleas of  
the county of CLEARFIELD  
of FEBRUARY Term, A. D. 19 61  
No. 579  
Real Debt, - - - - - \$ 2457.00  
Int. from  
Costs, - - - - - \$  
Entered and filed April 25, 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 S 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 piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the northeast corner of the tract purchased by R.W. McDonald from Five Brothers Coal Company at the location of an iron pin which was placed on the tract line between the Five Brothers Coal Company tract and the tract formerly of D. R. Fullerton; thence in a southerly direction by the several courses and distances of the line between the Five Brothers Coal Company Tract and the D. R. Fullerton Tract 830 feet, more or less, to an iron pin on the north side of the Township Road; thence in a westerly direction along the north side of the Township Road 550 feet to an iron pin; thence in a northerly direction through the Five Brothers Coal Company tract a distance of approximately 850 feet to a point on the north line of the R.F. McDonald-Five Brothers Coal Company Tract, which point is 550 feet distant along the north line of the said property from the place of beginning; thence east along the north line of the R. F. McDonald-Five Brothers Coal Company Tract 550 feet to the place of beginning.

EXCEPTING AND RESERVING, however, to the predecessors in title of R.F. McDonald and Catherine McDonald, all the coal, minerals and timber as reserved in deed from Five Brothers Coal Company to Reuben F. McDonald, dated July 20, 1922, and recorded at Clearfield, Pennsylvania, in Deed Book 260 at page 424, reference to the said deed being had, the said exception and reservation will more fully and at large appear.

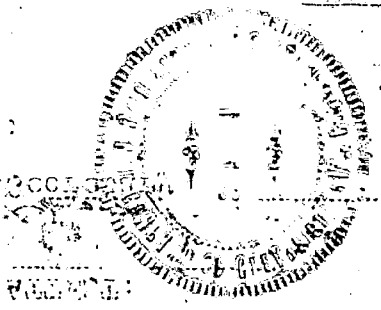
And it is further agreed that the plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge 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 defendant S situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF, COMMUNITY CONSUMER DISCOUNT COMPANY has caused these presents to be duly executed by its proper officers and its corporate seal to be hereunto affixed this First day of March, 1963.

ATTEST:

Secretary

COMMUNITY CONSUMER DISCOUNT COMPANY  
By: E. A. Dufton  
President



COMMONWEALTH OF MASSACHUSETTS  
Sovereign, Great and Powerful, We, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Commonwealth of Massachusetts.

Witness my hand and the seal of the Commonwealth of Massachusetts at the City of Boston, this 19th day of March, 1963.

and do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Commonwealth of Massachusetts.

Witness my hand and the seal of the Commonwealth of Massachusetts at the City of Boston, this 19th day of March, 1963.

Term, 1963  
No. 19  
Release From Lien of Judgment  
Upon  
Entered and filed  
19  
Prothonotary  
FILED  
MAR 23 1963  
CARL E. WALKER  
PROTHONOTARY ATTORNEY

COMMONWEALTH OF MASSACHUSETTS  
Sovereign, Great and Powerful, We, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Commonwealth of Massachusetts.

1.00 by City  
Mending T. Chaves

# STATEMENT OF JUDGMENT

9234

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

No. 579 TERM February 19 61

Penal Debt \$

Real Debt \$ 2457.00

Atty's Com. 10% \$

Int. from April 21, 1961

Entry & Tax By Plff. \$ 3.50

Att'y Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same April 21 19 61

Date Due In Installments 19

Expires April 25 19 66

VERSUS

R. F. McDonald 83

Catherine McDonald 23

Entered of Record 25th day of April

Certified from Record 25th day of April

19 61 9:45 AM EST

19 61

*John T. Langerty*  
Prothonotary

**SIGN THIS BLANK FOR SATISFACTION**

Received on Feb. 27, 1964, of defendant full

satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

Community Consumer Discount Co.

Plaintiff

Secretary

Witness

**SIGN THIS BLANK FOR ASSIGNMENT**

hereby

Now, , 19, for value received

assign, transfer and set over to

Address Assignee

above Judgment, Debt, Interest and Costs without recourse.

Witness

**FILED**

FEB 28 1964

CARL E. WALKER  
PROTHONOTARY

STATEMENT OF JUDGMENT