

DOCKET NO. 175

Number Term Year

596 November 1961

Matson Lumber Company

Versus

C. A. Benner

Mary W. Benner

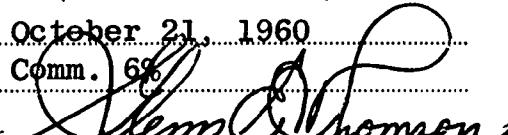
MATSON LUMBER COMPANY.....
..... vs.
..... C. A. BENNER and
..... MARY W. BENNER
..... State of Pennsylvania,
..... County of Clearfield.....

In the Court of Common Pleas
of Clearfield County,
of November Term, 19 61
No. 596
D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendants, bearing date the 21st day of October A. D. 19 60, whereby the Defendant doth promise to pay to the said Plaintiff Matson Lumber Company the sum of Two Thousand (\$2,000.00) Dollars, for value received, with interest from October 21, 1960 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendants, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Two Thousand (\$2,000.00) Dollars with interest from October 21, 1960 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: said Defendants being in default

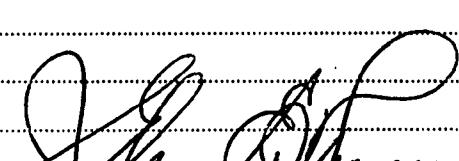
of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant S to the said Plaintiff, to wit: The sum of \$ 2,000.00

Interest from October 21, 1960
Attorney's Comm. 6%


H. E. Thompson
Attorney for Plaintiff

State of Pennsylvania, { ss.
County of Clearfield.....

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, C. A. Benner and Mary W. Benner the Defendant S in the stated action without writ, as of Nov. Term, 19 61, and therein confess judgment against them and in favor of Matson Lumber Company the Plaintiff, for sum of Two Thousand (\$2,000.00) Dollars, with interest from October 21, 1960 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon said Defendants now being in default


H. E. Thompson
Attorney for Defendant

To Carl E. Walker, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is Main Street, Barnesville, Penna John E. Thompson
and the debtor's address is Emerah, R D Barnesboro, Pa John E. Thompson
Attnys for Plaintiff

Court of Common Pleas
of Clearfield County
November Term 1961
No. 596

MATSON LUMBER COMPANY

vs.

C. A. BENNER and

MARY W. BENNER

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$ 2,000.00

Interest, - -

Filed S/R L 350
S/ ATTY's Comm.
FILED
JAN 3 1962 Prothonotary
CARL E. WILHELM Attny for Plaintiff
PROTHONOTARY

450 Atty

Net Amount \$	2000	00
Interest -	64	

\$ 2000.00	Brookville, Pa., October 21, 1960
On demand	after date I promise to
pay to the order of Watson Lumber Company	
Two Thousand and no/100	
Dollars	
100	
<p>Without defalcation, value received, with interest; And further, I do hereby empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for me, and after one or more declarations filed, confess judgment against me, of any term for the above sum with costs of suit and Attorney's Commission of 6 percent, for collection and release of all errors, and without stay of execution and ligation and extension upon any levy on real estate is hereby waived and condemnation referred to and the exemption of personal property from levy and sale on any execution herein, is also hereby expressly waived, and no benefit or exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.</p>	
<p>Witness: <u>W.H. Berger</u> hand and seal <u>W.H. Berger</u> (Seal)</p>	
<p>AT BROOKVILLE BANK AND TRUST COMPANY BROOKVILLE, PENNSYLVANIA</p>	
<p><u>W.H. Berger</u> (Seal)</p>	

MATSON LUMBER COMPANY,
a corporation.

Plaintiff,

vs.

C. A. BENNER and MARY W. BENNER

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania.

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Term 1962

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA,

COUNTY OF JEFFERSON :ss:

ROBERT D. MATSON, being duly sworn according to law, deposes and says that he is President of Matson Lumber Company, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, and that he is authorized to make this affidavit in its behalf; that the Defendants, C. A. Benner and Mary W. Benner, signed, sealed, and delivered to Plaintiff, Matson Lumber Company, a promissory note dated October 21, 1960, in the amount of Two Thousand Dollars (\$2,000.00), payable on demand; and that the Defendants, C. A. Benner and Mary W. Benner, are now in default in the amount of Five Hundred Fifty One and 02/100 Dollars (\$551.02).

Polynomialization

Robert D. Matson

Sworn to and subscribed before me this
1962.

18th day of January

Mary Lou Snyder

MARY LOU SNYDER Notary Public

Brookville, Jefferson County, Pa.

Commission Expires October 3, 1968

My Commission Expires October 2, 1963

MATSON LUMBER COMPANY, * In the Court of Common Pleas of
a corporation, * Clearfield County, Pennsylvania
*
Plaintiff, *
*
versus *
*
C. A. BENNER and MARY W. BENNER, * Defendants,* Number Term 1962

AFFIDAVIT RE MILITARY SERVICE

STATE OF PENNSYLVANIA,

COUNTY OF JEFFERSON :ss:

Robert D. Matson, being duly sworn according to law, deposes and says that he is President of Matson Lumber Company, a corporation created and existing under the laws of the Commonwealth of Pennsylvania; and that he is authorized to make this affidavit in its behalf; that C. A. Benner and Mary W. Benner, the Defendants in the above captioned action, are not in the military or naval service of the United States.

Robert D. Matson
Robert D. Matson

Sworn to and subscribed before me this 18th day of Jan,
1962.

Mary Lou Snyder
MARY LOU SNYDER, Notary Public
Brockville, Jefferson County, Pa,
My Commission Expires October 2, 1963