

DOCKET NO. 173

Number	Term	Year
604	February	1961

Community Consumer Discount Company

Versus

Scott Lingle

Community Consumer Discount Company

has been duly organized under the laws of the Commonwealth of Pennsylvania, and its office is located at Clearfield, Pa. The undersigned hereby certify that the above is a true and correct copy of the original of the same as the same is on file in the office of the undersigned.

2457.00 Clearfield, Pa. April 25, 1961 61
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.,

(1A32) 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:

(1A32) 36 equal installments of Sixty Eight and 25/100----- Dollars each, followed by

no equal installments of none Dollars each, the first installment

May 25, 1961 and continuing each 25th 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 (25) 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 without 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 Scott Lingle (SEAL)

Witness (SEAL)

Witness (SEAL)

Witness (SEAL)

(Please sign your name in full)

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.

16 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 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.

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa.

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

Witness my hand and seal this 29th day of April, 1961, at Clearfield, Pa. (SEAL)

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.

[Signature]

604 Jls 1961

FILED
APR 29 1961
9:38 A.M. EST
WM. T. HAGERITY
PROTHONOTARY

558

3506424

No 604 Feb Term 1961

THIS AGREEMENT made this 28th day of June, 1961,
between the COMMUNITY CONSUMERS' DISCOUNT CORPORATION, a corporation organized and existing under the Laws of Pennsylvania, having its principal place of business in Clearfield, Pennsylvania, hereinafter called the FIRST LIEN HOLDER and THE CLEARFIELD TRUST COMPANY, a banking corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the SECOND LIEN HOLDER

W I T N E S S E T H:

THAT WHEREAS, the Community Consumers' Discount Corporation has filed judgment against Scott Lingle in the Court of Common Pleas of Clearfield County, Pennsylvania on April 29, 1961 at No. 604 February Term, 1961 in the amount of \$2,457.00 and which judgment is a first lien on all of the real estate of the said Scott Lingle, situate in Clearfield County, Pennsylvania.

AND WHEREAS, the said Clearfield Trust Company has advanced the sum of \$7,500.00 to the said Scott Lingle by virtue of a mortgage dated June 28, 1961 in the principal sum of \$7,500.00 and recorded of record in the Recorder's Office of Clearfield County, Pennsylvania on June 28, 1961 and which mortgage is a second lien on the real estate described therein and is further subject to the judgment filed April 29, 1961 at No. 604 February Term, 1961 by the Community Consumers' Discount Corporation.

IT IS AGREED by the Community Consumers' Discount Corporation for itself, its successors and assigns that the lien of its judgment above mentioned against the real estate of the said

Scott Lingle in Clearfield County, Pennsylvania be and is hereby postponed to the lien of the mortgage entered and held by the Clearfield Trust Company and recorded June 28, 1961 in the sum of \$7,500.00 as above mentioned and that the said Community Consumers; Discount Corporation further agrees for itself, its successors and assigns that the Clearfield Trust Company its successors and assigns shall have all the rights and benefits to which it would have been entitled had its mortgage dated June 28, 1961 in the sum of \$7,500.00 been executed and recorded prior to the judgment of the Community Consumers' Discount Corporation against Scott Lingle filed April 29, 1961 at No. 604 February Term, 1961 in the sum of \$2,457.00.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its proper officers the day and year first above written.

ATTEST:

By Joseph M. Roseberry
Secretary

THE COMMUNITY CONSUMERS' DISCOUNT CORPORATION

By Ed P. Duffton (Pres)

ATTEST:

By David F. Heilley
Asst Secretary

THE CLEARFIELD TRUST COMPANY

By Asbury W. Lee Pres

STATEMENT OF JUDGMENT

#9243

Docket No: 173 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company

No. 604 TERM February 19 61

Penal Debt \$

Real Debt \$ 2457.00

Atty's Com. 10% \$

Int. from April 25, 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 25 19 61

Date Due In Installments 19...

Expires April 29 19 66

VERSUS

Scott Lingle 83 ✓

Entered of Record 29th day of

April

19 61

9:38 AM EST

Certified from Record 29th day of

April

19 61

John C. Hagerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on Feb. 8, 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.

Donna M. Roseberry
Secretary Plaintiff

J. G. Dainoff
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, , 19 , for value received hereby

assign transfer and set over to

Address Assignee

of

above Judgment, Debt, Interest and Costs without recourse.

Witness

FILED

FEB 8 1964

CARL E. WALKER
PROTHONOTARY

C R 1-54/2

STATEMENT OF JUDGMENT