

DOCKET NO. 174

Number	Term	Year
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<u>746</u>	<u>May</u>	<u>1961</u>
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Community Consumer Discount Co.

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Versus

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Willard L. Divins

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Nina R. Divins

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**SIGN THIS BLANK FOR SATISFACTION**

Received on February 28, 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

*J. Beigelman*

Witness

*James A. Gaffney, Jr.*  
Plaintiff  
COMMUNITY CONSUMER DISCOUNT CO.  
DUBOIS, PA.

**SIGN THIS BLANK FOR ASSIGNMENT**

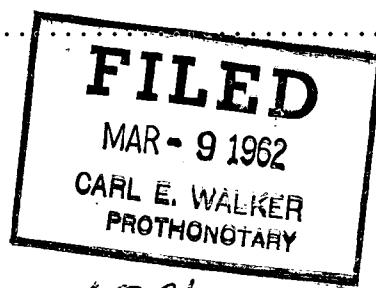
Now, 1962, for value received ..... hereby assign, transfer and set over to .....

Address Assignee

..... of .....

above Judgment, Debt, Interest and Costs without recourse.

Witness



# STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

✓ Community Consumer Discount Co.	No. 746	TERM	May 19 61.
DuBois, Pa.			
Penal Debt			\$ 2232.00
Real Debt			
Atty's Com.	15%		
Int. from		August 12, 1961	
Entry & Tax		BY P.L.F.F.	\$ 3.50
Atty Docket			
Satisfaction Fee			1.00
Assignment Fee			
Instrument		D. S. B.	
Date of Same		August 12	19 61.
Date Due		In Instalments	19
Expires		August 15	19 66.
Entered of Record	15th	day of	August 1961
Certified from Record	15th	day of	August 1961

*John J. Dailey*  
Prothonotary

746 May 1961

I hereby certify that the correct name and address and the precise residence of the Plaintiff in this judgment is:  
No. \_\_\_\_\_ Term 19 \_\_\_\_\_

COMMUNITY CONSUMER DISCOUNT COMPANY  
DuBois, Pennsylvania

and that the correct name and the last known address of the Defendant is:

Nina R. Divins & Willard L. Divins

R.D.# 3

DuBois, Pennsylvania

350. 8/12/61

COMMUNITY CONSUMER DISCOUNT COMPANY	
COMMUNITY CONSUMER DISCOUNT CO.	
DuBois, Penna.—Plaintiff	
WM. T. HAGERTY PROTHONOTARY	
130 Arrest AUG 15 1961	
FILED	350. JES

By *James A. Haggerty*  
Pres. Secy.

**Community Consumer Discount Company**  
**of DuBois, Pa.**

\$ 2232.00

DuBois, Pa.,

17uc. 12. 1961

For value received, the undersigned jointly and severally promise to pay to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., or order, or assigns, at its office in the City of DuBois, Pa., the sum of Two Thousand Two Hundred Ninety Two 2<sup>nd</sup> 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, A. D., 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of Sixty Two 2<sup>nd</sup> No/100 Dollars, each followed by

equal installments of \_\_\_\_\_ Dollars each, the first installment falling due 9. 5. 61 and continuing each 5th of every 17 month thereafter.

If default shall be made in the payment of any of the said installments as and when the same become due according to the provisions hereof, or if any of the undersigned shall, or shall attempt to abscond, or move from the jurisdiction of the Courts of this County or shall assign, secrete, or dispose of his or her property, without notice to the holder hereof, then, or in any of said events, the whole principal sum of this note or such portion thereof as shall then remain unpaid, with interest 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 and interest shall be charged for any extension, deferment or default at the rate of 1 1/2% per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five cents.

And further do hereby authorize any attorney of any Court of Record of Pennsylvania, or elsewhere, or the Prothonotary thereof, to appear for me/us and with or without declaration filed, to confess judgment against me/us in favor of the holder hereof at any time for the above sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. added for Attorney's fees for collection; and for value received, do also waive the right and benefit of any law of this or any other State exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on a *fi. fa.*, with release of errors thereon and agree that judgment may be entered against me/us by filing a true copy of this note in the Prothonotary's office.

As a part of this obligation the undersigned has hereby pledged, assigned, and delivered to the aforesaid corporation as collateral security for payment of this or any other liability or liabilities, contingent or absolute, now due or to become due, the following property, viz:

1. 1957. Clos. Supn 88 4 1/2. Str. Wac. S. 12:  
No: 577W08746

The holder hereof shall have the right to demand in the future such additional collateral as may be in its judgment sufficient for the proper securing of the amount then remaining unpaid upon this obligation, with all interest. In the event of a failure to deliver such additional security on demand, or in the event of a default in the payment of any installment herein agreed to be paid, then the entire balance unpaid on this obligation, together with default charges as permitted under the said Consumer Discount Company Act, shall at the option of the holder become due and payable, and in such event the holder shall have the right and authority for the purpose of obtaining payment thereof, to sell, assign and deliver the whole or any part of such security, either at public or private sale, and upon such terms and conditions as it may deem expedient, with or without advertisement, notice to, or demand upon, the undersigned or any guarantor hereof, and with the right to become the purchaser thereof, freed and discharged of any equity of redemption. It being further understood and agreed that THE COMMUNITY CONSUMER DISCOUNT COMPANY, of DuBois, Pa., shall have a like lien upon any and all funds, stocks, bonds, notes and other property at any time in the hand of the said Company belonging to the maker, or indorser or indorsers, guarantor or guarantors hereof, as security for this note and for any and all liability or liabilities, matured or unmatured, of such maker, indorser or indorsers, guarantor or guarantors to said Company, which lien shall be enforceable in like manner and shall be subject to all the provisions herein above and before mentioned and set out. After deducting all legal costs and fees, together with all other expenses, incurred by the holder hereof in selling and delivering the said security, the residue of the proceeds of such sale shall be applied to the balance then due on this obligation, including therein the interest and default charges herein stated, and in the event of the failure to realize a sum sufficient to pay this amount, the undersigned shall continue liable hereon for any deficiency.

Each maker, co-maker, endorser, guarantor, surety 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, deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance by 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 any of the conditions of this agreement.

And further I, Nina R. Divins, do hereby certify that this note is given for my own personal benefit and for the improvement of my separate estate, and that I do not sign as accommodation endorser, maker, guarantor, or surety for any other person.

H. C. J. Effelt

Witness

Witness

Witness

X Nina R. Divins

(Seal)

X Willard L. Divins

(Seal)

Witness

(Seal)

For a valuable consideration I/we do hereby guarantee the payment of the within note to the lawful holder thereof according to the terms and tenure thereof, waiving presentment, demand for payment, protest and notice of protest and I/we do hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time, deferment or deferments, to the maker without notice to and without releasing me/us from liability hereunder.

And I/we do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere, or the Prothonotary thereof, to appear for me/us and confess judgment against me/us at any time for the within sum, with costs of suit, release of errors, without stay of execution and with fifteen per cent. added for attorney's fees for collection; and for value received do also waive the right and benefit of any law of this or any other State exempting property, real or personal from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on fi. fa., with release of errors thereon, and agree that judgment may be entered against me in the prothonotary's office by filing a true copy of the within note and endorsement and further agree that the above provision shall bind me whether I appear as first or subsequent guarantor.

----- Witness -----

(Seal)

----- Witness -----

(Seal)

----- Witness -----

(Seal)