

DOCKET NO. 174

Number	Term	Year
757	May	1961

First National Bank of Erie

Versus

Cashmere R. Switala

Olga Switala

1-242.40

11 In the event that (I) (we) shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, (I) (we) promise to pay a "late charge" of five cents (.05) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

12 Upon failure to make any payment or payments herein agreed, or in the event of the death, insanity, bankruptcy, receivership or failure in business of any of the undersigned, or of any endorser or guarantor, this note shall, at the option of its holder, become immediately due and payable, without demand or notice, and confess judgment for the sum due and payable hereon, including the "late charge" above referred to, with or without declaration, with costs of suit, release of errors, without stay of execution, and with fifteen percent added for "collectors' fees" and also waive the right of objection on any real estate that may be levied upon to collect this note, and do hereby voluntarily condemn the same and authorize the holder of this note to enter upon the F.F. & P. said voluntary condemnation; and further agree that said estate may be sold on a F.F. & P. and hereby waive and release all relief from any and all proceedings, stay or exemption laws of any state now in force or hereafter to be passed, and also waive the benefit of the present and any future bankruptcy law that may be passed by the United States.

Address _____
Telephone _____

Olga Savitola (Seal)
Olga Savitola (Seal)

ERIE, PA. 19

For value received, I or we, jointly and severally, hereby sell, assign, transfer and set over unto THE FIRST NATIONAL BANK OF ERIE, or order, all my or our right, title and interest in the within note, and guarantee the payment of each installment and all installments when due, waiving payment, demand, notice of non-payment, and all defenses arising out of lack of diligence in enforcement of payment thereof; and do hereby empower any attorney of any Court of Record to appear for me or us and with or without declaration that I or we are insolvent, to sue and recover judgment against me or us for the sum of within note after default on any installment or installments by the maker or makers, with the costs of suit, release of errors, and without stay of execution, with fifteen percent added as part of the judgment for attorney's fee for collection; and do further hereby agree that upon failure of the maker or makers to make any payment or payments agreed to in this note, or in the event of the death, insolvency, bankruptcy, receivership or failure in business of any maker or makers, or of any or all of the undersigned, this note shall, at the option of its holder, become immediately due and payable, without demand or notice to any maker or endorser. And I or we, jointly and severally, hereby waive the right of acquisition and extension, and agree to the condemnation of any real estate devised on by virtue of any writ of execution issued hereon, and agree to the sale of said real estate on T. F. A., and do hereby waive all benefits of exemption made by virtue of any execution hereon, and no benefits of exemption or stay laws shall be claimed; and further do hereby waive the benefit of the present and any future bankruptcy law that may be passed by the United States of America.

(SEAL)

(SEAL)

(SEAL)

WITHOUT RECOURSE

For value received pay to the order of

THE FIRST NATIONAL BANK

OF ERIE

Ernest B. Davidson & Co. (SEAL)

Boyd D. Chivers (SEAL)
(Officer, Partner or Owner)

I hereby certify that this is a true and correct copy of the original instrument filed in this matter.

Wm. T. Skaggs

PROTHONOTARY

My Commission Expires

1st Monday Jan. 1962

THE FIRST NATIONAL BANK OF
ERIE

vs.

CASHMERE R. SWITALA

OLGA SWITALA

State of Pennsylvania,
County of Clearfield

ss.

In the Court of Common Pleas

of Clearfield County,

of May Term, 1961

No. 757

B. 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 Defendant s, bearing date the -19th- day of May A. D. 1961, whereby the Defendant s doth promise to pay to the said Plaintiff in monthly installments the sum of \$2132.40 - - - - - Dollars for value received, with interest from May 19, 1961 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant , and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of \$2132.40 - - - - - Dollars with interest from May 19, 1961 as afore-said, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: and with 15 % for attorney's commission and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation, 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 \$2132.40

The date of default is July 5, 1961 and the amount in default is \$2132.40. Attorney's Commission (15 %) \$ 319.86 Interest from May 19, 1961 2452.26

BELL, SILBERBLATT & SWOOPE

BY Paul Silberblatt
Attorney s for the Plaintiff

State of Pennsylvania,
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, We, Bell, Silberblatt & Swoope by Paul Silberblatt, do hereby appear for Cashmere R. Switala & Olga Switala the Defendant s in the stated action without writ, as of May Term, 1961, and therein confess judgment against them and in favor of The First National Bank of Erie the Plaintiff , for sum of \$2132.40 - - - - - Dollars, with interest from May 19, 1961 and with Attorney's Commission of \$ 319.86 and costs of suit release of all errors in the entering of said judgment, and issuing of any process thereon and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation.

BELL, SILBERBLATT & SWOOPE

BY Paul Silberblatt
Attorney for Defendant

To William T. Hagerty, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is Erie, Penna.
and the last known address of the Defendant is Box 43, Ginter, Penna.

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt
Attorneys for Plaintiff

In the Court of Common Pleas

of Clearfield County

May Term 1961

No. 757

The First National Bank of
Erie

vs. 25

Cashmere R. Switala

Olga Switala 75

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$2132.40

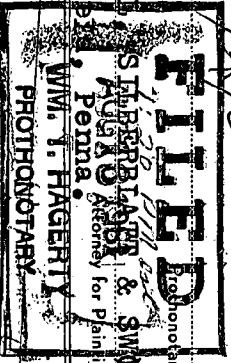
Interest, - - - 6%

Atty's Com - \$319.86

Filed

S. H. 128

BELL, SILBERBLATT & SWOOPE
Attorneys for Plaintiff
Clearfield, Penna.
WM. T. HAGERITY
PROTHONOTARY



6357

3.30 123 atty