

DOCKET NO. 174

Number	Term	Year
--------	------	------

<u>757</u>	<u>May</u>	<u>1961</u>
------------	------------	-------------

First National Bank of Erie

---

**Versus**

---

Cashmere R. Switala

---

Olga Switala

---

Due

Erie, Pa., May 19, 1961

\$ 242.40

For value received, the undersigned jointly and severally promise(s) to pay to the order of

Ogallala

the principal sum of Twenty Two Thousand One Hundred Thirty Two <sup>49</sup> Dollars, at the office of The First National Bank of Erie, with interest at the rate of 6% per annum from maturity, said principal sum to be payable as follows: \$ 35.84 on July 5, 1961, and \$ 35.84 on the same day of each and every month thereafter until June 5, 1966, on which date the entire balance of the principal then unpaid shall become due and payable.

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) promises to pay a "late charge" of five cents (5c) for each dollar so overdue, for the purpose of defraying the expense of, following up and handling the said delinquent payment. Upon failure to make any payment or payments as herein agreed, or in the event of the death, insolvency, 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 further, (I) (we) do hereby authorize and empower the Prothonotary or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and confess judgment for the sum due and payable hereon, including the "late charge" above referred to, with or without declaration, with costs and surety, release of whom to collect this note, and do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the property of said voluntary condemnation; and further agree that said estate may be sold on a P. P. and hereby waive and release all relief from any and all agreement, stay or exemption laws or 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.

THE FIRST NATIONAL BANK OF ERIE

is hereby authorized to pay the proceeds of this note when and if purchased to the order of

Ogallala

Payable at THE FIRST NATIONAL BANK OF ERIE, Erie, Pennsylvania

Address

Telephone

Ogallala (Seal)  
Ogallala (Seal)

ERIE, PA. NO.

For value received, I or we, jointly and severally, hereby sell, assign, transfer and ~~and~~ 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 such instrument and all instruments when due, waiving protest, demand, notice of non-payment, and all defenses arising out of lack of diligence to enforce payment thereof; and do hereby empower any attorney or any Court of Record to appear for me or us and with or without declaration filed, judgment against me or us for the sum of within note after default to any instrument or instruments 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 payment 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 makers. And I or we, jointly and severally, hereby waive the right of injunction and replevin, and agree to the non-demand of any real estate levied on by virtue of any warrant of execution, issued hereon, and agree to the sale of said real estate on CPI, ifpa, and do hereby waive all benefits of exemption laws of this Commonwealth on any levy on real or personal property made by virtue of any execution hereon, and no benefits or 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 RE COURSE

For value received, pay to the order of

THE FIRST NATIONAL BANK

OF THE

By *Raymond D. Do* (SEAL)  
Debtors  
*Boyd Johnson* (SEAL)  
(Officer, Partner or Owner)

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

*John J. Blaney*  
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

In the Court of Common Pleas

of Clearfield County,

of May Term, 19 61

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. 19 61, whereby the Defendants 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 aforesaid, 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 defualt is July 5, Attorney's Commission (15 %) \$ 319.86  
1961 and the amount in default is \$2132.40. Interest from May 19, 1961 2452.26

BELL, SILBERBLATT & SWOOP

By *Paul Silberblatt*

Attorney 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 Defendants 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 & SWOOP

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 & SWOOP

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

D.S.B.

Note of Warrant of Attorney

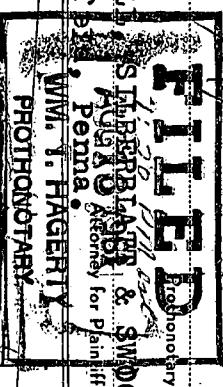
Debt, - - - \$2132.40

Interest, - - - 6%

Atty's Com - \$319.86

Filed

S. J. H.



5-50 B.C.Y.