

DOCKET NO. 174

Number Term Year

810 May 1961

Capital Consumer Discount Co.

Versus

George E. Stewart

ACCOUNT NUMBER 4-1435	NAME AND ADDRESS STEWART, George 509 S. Main Street DuBois, Pennsylvania	PHONE: 371-6817	NOTE CAPITAL CONSUMER DISCOUNT COMPANY
PROPERTY INS. EXPIRES none		DATE WILL PAY	PAYEE 20 E. Long Avenue
\$ 2,250.00	TOTAL AMOUNT OF CONTRACT PAYABLE IN 30 CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING Sept 19, 61	PAYMENTS (EXCEPT FINAL)* 75.00 EACH month	FREQUENCY 3
DISCOUNT 30 FOR 15.00 MONTHS	337.50 CODE 13 DATE OF NOTE Aug 19, 61	SIZE CODE 16	NET PROCEEDS OF 1,897.50
SERVICE CHARGES \$			FINAL PAYMENT \$ 75.00
			DUE Feb 19, 64

*The last payment shall include any unpaid principal, discount and charges accrued on the date due.

An additional charge will be made for any extension, defermant or default of any payment of the contract or installment, at the rate of 1 1/2% per month on the amount extended, defermant or in arrears, the minimum charge for any extension, defermant or default being 25¢, U.S. 10 CENTS.

If the contract is in default, attorney's fees of fifteen per cent of the total amount, including charges and interest, unpaid on this instrument and court costs incurred in its collection will be charged.

Failure to pay any installment when due, shall cause the Total Amount of Contract, with accrued charges, to become immediately due and payable, at the option of the holder, without notice.

We jointly and severally promise to pay to the order of the above named payee at its above address the aforesigned Total Amount of Contract on the terms and conditions herein set out, hereby waiving for ourselves and families all benefits of all valuation, appraisement, exemption and homestead laws and rights.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party, hereby jointly and severally waive presentment, notice of dishonor and protest and diligence in bringing suit against any such party, and agree that discharge or release of this agreement not to sue any party or renunciation of rights against any party shall not discharge any other party in any manner, and agree that none of the following, done at any time or any number of times, with or without notice, shall discharge this note or any party in any manner: extending any time of payment; postponing the holder's right to enforce this note; taking a new note or obligation for or in connection with this note; reducing any sum payable hereunder; changing any time of payment; any place of payment; the number of the parties or the relations of the parties; detaching this note from any matter, written or otherwise, related to it; surrendering, releasing, not enforcing, or suspending the enforcement of any security wilfully, negligently, unjustifiably, or otherwise; and further, jointly and severally authorize irrevocably any attorney of any court of record of Pennsylvania or elsewhere, or the Prothonotary or Clerk thereof, at any time, whether there is default or not, to appear for them, or any of them, and waive the issuing and service of process; and, confess judgment against them, or any of them, in favor of the holder hereof for the total amount, including charges, unpaid on this note, and for costs of suit, with or without declaration; waive and release all errors, stays of execution, exemptions, inquisitions, appraisements, voluntarily condemn real estate, and authorize the Prothonotary, or Clerk, to enter upon the f. fa. the voluntary condemnation, and agree that the estate, or estates, may be sold on a f. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office; further, all such parties, themselves hereby jointly and severally, waive all stays of execution, exemptions, inquisitions, appraisements, and voluntarily condemn their, or his, estates and authorize the Prothonotary, or Clerk, to enter upon the f. fa. their, or his, voluntary condemnation and agree that their, or his, estates may be sold on a f. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office; and waive all rights of appeal.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party hereby jointly and severally authorize any such party to act as the agent of all or any of them, and the acts of any such party in all dealings with the holder relating to this note are hereby ratified and confirmed and notice is hereby waived.

Any judgment entered hereon or on any prior note for which this note is in whole or in part mediatly or immediately a renewal shall be security for the payment hereof and of any future note which is in whole or in part mediatly or immediately a renewal hereof.

Witness our hands and seals; we intend to be legally bound on this note.

Witnessed:

George E. Stewart

(SEAL)

(SEAL)

(SEAL)

(SEAL)

No. _____ Term, 19

I hereby certify that the correct name and address and the precise residence of the Plaintiff in this judgment is:

Capital Consumer Discount Company
10 E. Long Avenue
DuBois, Pennsylvania

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

George ~~W~~ E. Stewart

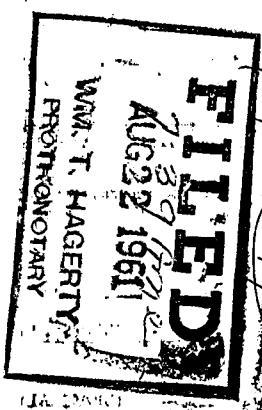
509 South Main Street

DuBois, Clearfield, County, Pennsylvania

CAPITAL CONSUMER DISCOUNT COMPANY
DuBois, Penna *plaintiff

By *[Signature]*

Manager



1961 Aug 22

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

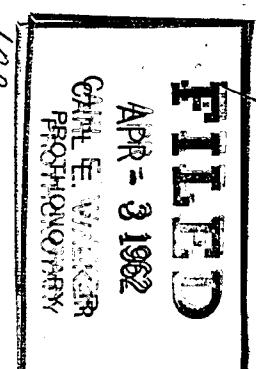
NO. 810 May Term, 1961

CAPITAL CONSUMER DISCOUNT
COMPANY, 10 East Long Avenue,
DuBois, Pa.

-vs-

GEORGE E. STEWART
509 South Main Street,
DuBois, Pa.

SUBORDINATION OF JUDGMENT



100 Acty

LEO R. BROCKBANK
ATTORNEY AT LAW
SUITE 240, 242, 244 DU BOIS DEPOSIT
NATIONAL BANK BUILDING
DU BOIS, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL CONSUMER DISCOUNT COMPANY	:	Docket No. 174
10 East Long Avenue,	:	No. 810 MAY TERM, 1961
DuBois, Pa.	:	Lien - August 22, 1961
	:	Amount - \$2,250.00
-vs-	:	D.S.B.
	:	Date of Note - August 19, 1961

GEORGE E. STEWART	:
509 South Main Street,	:
DuBois, Pa.	:

SUBORDINATION OF JUDGMENT

WHEREAS, the Capital Consumer Discount Company, of DuBois, Pennsylvania, has a Judgment in the Court of Common Pleas of Clearfield County, Pennsylvania, against George E. Stewart at No. 810 May Term, 1961 for the sum of Twenty-two Hundred and Fifty (\$2,250.00) Dollars and costs, which Judgment now remains a lien on all the real estate of the said George E. Stewart within the County of Clearfield, Pennsylvania.

WHEREAS, the said George E. Stewart has executed a Bond and Mortgage in favor of The Union Banking & Trust Company, of DuBois, Pennsylvania, and which mortgage is in the sum of Thirteen Thousand Two Hundred (\$13,200.00) Dollars and is dated the Ninth (9th) day of March, 1962 and was recorded in the Office for the Recording of Deeds in and for Clearfield County, Pennsylvania, on the Tenth (10th) day of March, 1962 in Mortgage Book 197, page 675.

WHEREAS, the said George E. Stewart has requested that the Lien of the Capital Consumer Discount Company, DuBois, Pennsylvania Judgment be subordinated in favor of the Lien of the Mortgage of The Union Banking & Trust Company, herein mentioned, and that the said Lien of the Judgment shall be a Subordinate Lien against the property described in the said mortgage.

NOW, KNOW YE, that the said Capital Consumer Discount Company favoring the request of the said George E. Stewart, and in considera-

tion of the sum of One (\$1.00) Dollar, lawful money of the United States, at the execution hereof by the said George E. Stewart well and truly paid, the receipt whereof is hereby acknowledged, has subordinated and does hereby subordinate the Lien of the within Judgment in favor of the Lien of the Mortgage of the said George E. Stewart to The Union Banking & Trust Company, and that the Lien of the said Judgment of the Capital Consumer Discount Company against the said George E. Stewart, shall be subsequent in lien to the Lien of the Mortgage herein mentioned, provided, however, that nothing herein contained shall be construed so as to impair the operation of the said Judgment as a Subsequent Lien against the real estate of the said George E. Stewart, but the Judgment shall be against the said real estate and shall be subsequent in lien to the Lien of the Mortgage herein mentioned.

IN WITNESS WHEREOF, the said Corporation has caused this Subordination of Judgment to be executed by its authorized and official manager at DuBois, Pennsylvania, this 31st day of March, A.D. 1962.

CAPITAL CONSUMER DISCOUNT COMPANY

By

Vaughn E. Peoples

(SEAL)

Witness:

Gerald B. Ryne Jr.