

DOCKET NO. 174

Number	Term	Year
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813	May	1961
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Community Consumer Discount Company

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Versus

Richard F. Garthwaite

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Helen M. Garthwaite

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

3304.00

DuBois, Pa., 8-22-

1964

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 Three Hundred Four & <sup>no</sup> 700 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, en-  
titled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

36 equal installments of Sixty Four & <sup>no</sup> 700 Dollars, each followed by  
equal installments of \_\_\_\_\_ Dollars each, the first installment

falling due 10-5-61 and continuing each 5<sup>th</sup> of every 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 immediate-  
ly 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 f. 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.

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, defer-  
ment 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, HELEN M. GARTHWAITE, 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.

Doris A. Haffey

Witness

Doris A. Haffey

Witness

Doris A. Haffey

Witness

HELEN M. GARTHWAITE  
X Helen M. Garthwaite (Seal)  
84

(Seal)

Richard J. Garthwaite  
X Richard J. Garthwaite (Seal)

(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 deferrals, 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 fl. 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 provisions shall bind me whether I appear as first or subsequent guarantor.

----- Witness -----

(Seal)

----- Witness -----

(Seal)

----- Witness -----

(Seal)

813 May 1961 No. \_\_\_\_\_ Term 19 \_\_\_\_\_

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

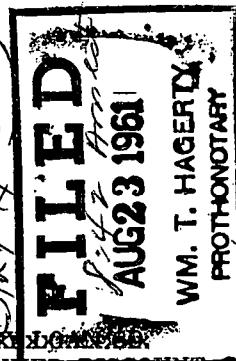
COMMUNITY CONSUMER DISCOUNT COMPANY  
COMMUNITY CONSUMER DISCOUNT COMPANY  
DuBois, Pennsylvania

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

Helen M. Garthwaite & Richard F. Garthwaite  
331 Wayne Avenue  
DuBois, Pennsylvania

COMMUNITY CONSUMER DISCOUNT COMPANY  
COMMUNITY CONSUMER DISCOUNT CO.  
DuBois, Penna.—Plaintiff

By James A. Haffey  
Pres., S. \_\_\_\_\_



# STATEMENT OF JUDGMENT

Docket No. ✓ 174 .....

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Company .....

DuBois .....

VERSUS .....

✓ Richard F. Garthwaite .....

✓ Helen M. Garthwaite .....

Entered of Record 23rd day of August 19 61 8:42 AM EST  
Certified from Record 23rd day of August 19 61

No. .....	813	TERM	May 19 61
Penal Debt .....	\$ .....		
Real Debt .....	\$ 2304.00		
Atty's Com. .....	15% \$ .....		
Int. from .....	August 22, 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 .....	August 22 19 61		
Date Due .....	In Installments 19 .....		
Expires .....	August 23 19 66 .....		

.....  
Wm. T. Nagerty .....

Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on ..... October 15....., 19 64., of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

*Community Consumer Discount Company*  
*John Walker*  
Plaintiff

Witness

*John Walker*

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

