

DOCKET NO. 174

Number	Term	Year
813	May	1961

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Community Consumer Discount Company

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Versus

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Richard F. Garthwaite

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Helen M. Garthwaite

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# Community Consumer Discount Company of DuBois, Pa.

\$2304.00

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 &amp; 70/100 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 Four &amp; 70/100 Dollars, each followed by

equal installments of \_\_\_\_\_ Dollars each, the first installment

falling due 10-5-64 and continuing each 5th 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 immediately due and payable without notice and interest shall be charged for any extension, deferment or default at the rate of 1 1/4% 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 fl. 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, 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 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.

Witness

Witness

Witness

Witness

HELEN M. GARTHWAITE (Seal)

84 Richard A. Garthwaite (Seal)

(Seal)

(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 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)

No. \_\_\_\_\_ Term 19 \_\_\_\_\_

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

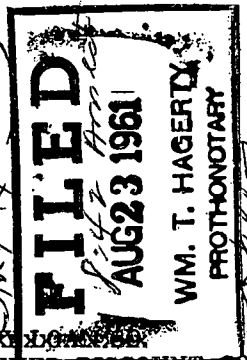
~~COMMUNITY CONSUMER COMPANY~~  
COMMUNITY CONSUMER DISCOUNT COMPANY  
DuBois, Pennsylvania

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

By James A. Gaffney  
Pres., ~~Soc. Sec. Assn.~~



# 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

No. 813 TERM May 1961  
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 1961  
Date Due In Installments 19  
Expires August 23 1966

Entered of Record 23rd day of August 1961 8:42 AM EST  
Certified from Record 23rd day of August 1961

John 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 Prothono-  
tary is authorized to enter Satisfaction on the same.

Community Consumer Discount Company

..... Plaintiff

.....  
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, ....., 19 ....., for value received ..... hereby  
assign, transfer and set over to .....  
..... of .....  
Address Assignee

above Judgment, Debt, Interest and Costs without recourse.

.....  
Witness

