

DOCKET NO. 172

Number	Term	Year
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9	November	1960
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General Electric Credit Corporation

Versus

Guy E. Mallory, Jr.

Mona M. Mallory

I hereby certify that the precise residence address of creditor is:

951 Penn Avenue
Pittsburgh, Pa.

No. 9 New Term, 1960.

J. S. JR.

GENERAL ELECTRIC
CREDIT CORPORATION

Address of debtor(s) is:

R. D.
Clearfield, Pennsylvania

Leonard M. S. Morris
and ~~Alfred M. Morris~~
Attorney for Creditor

versus

GUY E. MALLORY, JR.
and MONA M. MALLORY

Narr, Instrument and Affidavit,

Filed 11:30 PM 1960

Filed

FILED
11:30 PM
1960

19

WM. T. HACKETT
PROTHONOTARY

Beit, Silberblatt & Swoope
Clearfield Trust Company Bldg.
Clearfield, Pennsylvania

LEONARD M. S. MORRIS
1122 FRICK BUILDING
PITTSBURGH 19, PA.

Attorney for Plaintiff.

IN THE
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 9 Nov. 1962

D. S. B.

GENERAL ELECTRIC CREDIT CORPORATION	Debt, _____	\$ 3726.00
Plaintiff	Penalty, _____	\$
versus	Interest, _____	\$ 3726.00
GUY E. MALLORY, JR., and MONA M. MALLORY	Attorney's Commission of 15%	\$ 558.90
Defendant s	Total, _____	\$ 4384.90

COMPLAINT

Plaintiff, General Electric Credit Corporation, complains that defendant s, on the 9th day of August, 1960, at Clearfield, Pennsylvania, by a certain written instrument (~~EXHIBIT COPY~~) of which is attached hereto marked Exhibit "A" and made part hereof), promised to pay the holder thereof the sum of \$ 3726.00 in the manner therein provided and that there presently remains owing to plaintiff as the lawful holder of said instrument the unpaid principal balance of \$ 3726.00. Wherefore plaintiff is damaged in the sum of \$ 4384.90 and brings this suit.

Leonard M. J. Morris
Bell, Silkebaugh & Dunke
J. M. L. Silkebaugh
Attorneys for Plaintiff.

CONFESSION

By virtue of the Warrant of Attorney contained in Exhibit "A" attached hereto, the undersigned attorney hereby appears for Defendant s within named, and confesses judgment against them and in favor of the said Plaintiff, in accordance with the terms of said Warrant of Attorney, for the sum of \$4384.90 liquidated as follows:

Amount of Debt	\$ 3726.00
Penalty	\$
Interest from _____, 19 _____	\$
Attorney's Commission of 15%	\$ 558.90
Total	\$ 4384.90

Dated: November 7, 1960

Leonard M. J. Morris
Bell, Silkebaugh & Dunke
J. M. L. Silkebaugh
Attorneys for Defendant s Pro hac vice.

Commonwealth of Pennsylvania, }
County of Allegheny } ss.

Before me, the undersigned authority, a Notary Public, personally appeared Leonard M. S. Morris, who, being duly sworn according to law, deposes and says that he is authorized to make this affidavit on behalf of Plaintiff, that he is familiar with the facts set forth herein, that the annexed judgment note with warrant of attorney is the original judgment note with warrant of attorney upon which judgment is confessed herein, and that the allegations of fact contained in the foregoing statement are true and correct; and that Defendant s are not in the Military Service of the United States.

Subscribed and sworn to before me, this 7th

day of November A.D. 1960.

Emma Schwerin

My Commission Expires

EMMA SCHWERIN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
March 9, 1963

Leonard M. S. Morris

CLEARFIELD Pa. 596807
 (Street Address of Maker) (Town) (State)
 Date 8-9-1968
 INU
 596807

FOR VALUE RECEIVED, the undersigned promises to pay to the order of,

MARBLE HEATING CO

THIRTY SEVEN HUNDRED + TWENTY SIX (Dealer's Name) Dollars (\$3726.00)
(Total Balance to Be Paid)

Payable at office of General Electric Credit Corporation.....	951 PENN AVE	PCH 22 PA
(A cash balance to be paid)		

in 60 monthly instalments of Sixty Two Dollars (\$62.00)
(Number) (Street Address) 10/xx (City) (State)

each, except the final instalment which shall be _____ Dollars (\$ _____) the first instalment payable. JAN 11 1961 balance of instalments payable on even date of each (Month) (Day) (Year) succeeding month thereafter until this note is fully paid, with interest on each instalment after its maturity at the highest lawful rate.

And further, we do hereby empower any Attorney of any Court of Record within the United States or elsewhere to appear for us and, with or without declaration filed, confess judgment against us as of any term for the above sum with Costs of suit and Attorney's commission of fifteen per cent for collection and release of all moneys due and owing to the above named party, and without stay of execution and inhibition and extension upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit or exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

If any instalment on this note is not paid when due, the entire amount unpaid hereon shall become due and payable forthwith at the election of the holder of this note.

The makers and endorsers of this note hereby severally waive presentment, demand, protest and notice of dishonor.

The makers and endorsers of this note hereby severally waive presentment, demand, protest and notice of dishonor.

[illegible]

Witness
Our
hand and seal

For value received the undersigned does hereby sell, assign and transfer to General Electric Credit Corporation or its order, his, its or their right, title, or interest in and to the within note and authorizes said General Electric Credit Corporation to do every act and thing necessary to collect and discharge the same.

The undersigned guarantees payment of this note in accordance with the terms and provisions of an agreement between the undersigned and General Electric Credit Corporation which is made a part hereof by reference, and upon which General Electric Credit Corporation relies in making this purchase.

Signed.....*Masbet Heating Co.*.....(Seal)
(Dealer)

By.....*Wm. D. [Signature]*.....
(Officer, Field Member or Owner)