

DOCKET NO. 172

Number      Term      Year

10      November      1960

General Electric Credit Corporation

Versus

Evon Graffius and

Richard F. Hubber

Praecipe for Writ of Execution - Money Judgments.

GENERAL ELECTRIC CREDIT CORPORATION

VS

EVON GRAFFIUS, nee EVON GRAFFIUS  
HUBLER and RICHARD F. HUBLER

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

NO. 10 Nov

Term, 19 60

Sept 20 13 Nov 60

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Lebanon County;  
(2). against the following property

of defendant(s) and  
(3). against the following property in the hands of (name) Tulpehocken Mutual Fire Insurance Company garnishee;  
(4). and index this writ

(a) against Evon Graffius, nee Evon Graffius Hubler and Richard F. Hubler defendant(s) and  
(b) against Tulpehocken Mutual Fire Insurance Company, as garnishee,  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:  
Proceeds due Defendants from Garnishee in the amount  
of \$3,925.28 for fire loss.

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due  
Attys. Com. \$ 3,965.00  
Interest from October 7, 1960 \$ 595.75  
Costs (to be added) \$

SMITH, SMITH & WORK

BY: William H. Smith  
Attorney for Plaintiff(s)

RECEIVED WRIT THIS \_\_\_\_\_ day

No. 10 New Term, 1960  
No. 13 New Term, 1961

of \_\_\_\_\_ A. D., 19\_\_\_\_\_,  
at \_\_\_\_\_ M.

IN THE COURT OF COMMON

PLEAS, CLEARFIELD COUNTY,

PENNSYLVANIA.

Sheriff

vs.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT

Interest from \_\_\_\_\_

Prothonotary - - -

Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -

Praecipe for Writ of Execution

Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL ELECTRIC CREDIT CORPORATION ::

VS :: No. 10 November Term, 1960  
EVON GRAFFIUS, nee EVON GRAFFIUS :: Fi.Fa. No. 131-1161  
HUBLER and RICHARD F. HUBLER ::

INTERROGATORIES TO GARNISHEE

TO: Tulpehocken Mutual Fire Insurance Company  
Meyerstown, Pennsylvania

You are required to file answers to the following Interrogatories within twenty (2) days after service upon you. Failure to do so may result in judgment against you:

(1). At the time you were served or at any subsequent time did you owe the Defendants any money or were you liable to them on any negotiable or other written instrument, or did they claim that you owed them any money or were liable to them for any reason?

(2). At the time you were served or at any subsequent time was there in your possession, custody or control, or in the joint possession, custody or control of yourself and one or more other persons, any property of any nature owned solely or in part by the Defendants?

(3). At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the Defendants or in which the Defendants held or claimed any interest?

(4). At the time you were served or at any subsequent time did you hold as fiduciary any property in which the Defendants had an interest?

(5). At any time before or after you were served did the Defendants transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

-2-

(6). At any time after you were served did you pay, transfer or deliver any money or property to the Defendants or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendants against you?

SMITH, SMITH & WORK

BY William J. Smith  
Attys. for Plaintiff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 10 November Term, 1960  
Pl. Fa. / / /

GENERAL ELECTRIC CREDIT  
CORP.

VS

EVON GRAFFIUS, Nee EVON  
GRAFFIUS HUBLER and  
RICHARD F. HUBLER

INTERROGATORIES

TO THE WITHIN GARNISHEE:

You are hereby required to  
file answers to the within  
Interrogatories within twenty  
days from service hereof.

SMITH, SMITH & WORK

By John J. Smith  
Atty's. for Plaintiff

Lap-over Margin

SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

GENERAL ELECTRIC CREDIT CORPORATION : IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY, PENNA.  
vs :  
: No. 10 November Term 1960  
EVON GRAFFIUS, nee EVON GRAFFIUS :  
HUBLER and RICHARD F. HUBLER : Exec. No. 13 November Term  
: 1961

ANSWER TO INTERROGATORIES DIRECTED TO TULPEHOCKEN MUTUAL FIRE INSURANCE COMPANY, GARNISHEE

The Tulpehocken Mutual Fire Insurance Company, now known as Tulpehocken Mutual Insurance Company, makes the following Answer to Interrogatories unto it directed in the above captioned matter, as follows:

(1) Yes. Tulpehocken Mutual Insurance Company, Garnishee, admits its indebtedness unto the above mentioned Defendants in the amount of Three Thousand Nine Hundred Twenty-five Dollars and Twenty-eight Cents (\$3,925.28), said indebtedness arising from Defendants claim for fire loss under Policy No. 25904 as issued by the Garnishee Company.

(2) None, except as set forth in Paragraph (1) above.

(3) None, except as set forth in Paragraph (1) above.

(4) None.

(5) None.

(6) None.

*James R. Atteus*  
\_\_\_\_\_  
Attorney for Tulpehocken Mutual  
Insurance Company, Garnishee

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF LEBANON }  
} ss  
} v

Lester P. Frantz of Myerstown, Pennsylvania, being duly sworn according to law deposes and says that he is the Secretary of Tulpehocken Mutual Insurance Company, Garnishee in the above

captioned proceedings, and as such is in charge of the books and records of that Company, and that the matters set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Sworn and subscribed to  
before me this 15<sup>th</sup> day  
of January, A. D. 1962.

Lester P. Franz

Hattie O. Border  
Notary Public  
My Com. Exp. HATTIE O. BORDER, NOTARY PUBLIC  
MYERSTOWN BOROUGH, LEBANON COUNTY  
MY COMMISSION EXPIRES MAY 20, 1962

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

No. 10 November Term 1960  
Exec. No. 13 November Term  
1961

GENERAL ELECTRIC CREDIT  
CORPORATION

vs.

EVON GRAFFIUS, nee EVON  
GRAFFIUS HUBLER and RICHARD  
F. HURLER

Answer to Interrogatories  
Directed to Tulpenocken  
Mutual Fire Insurance Company,  
Garnishee

FILED

JAN 19 1962

CARL E. WALKER  
PROTHONOTARY

Seal of the Commonwealth of  
JAMES L. ATKINS  
ATTORNEY-AT-LAW  
824 CUMBERLAND ST.  
LEBANON, PENNSYLVANIA

Writ of Execution - Money Judgments.

General Electric Credit Corporation

vs

Evon Graffius, nee Evon Graffius Hubler,  
and Richard F. Hubler

WRIT OF EXECUTION

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

Execution No.

NO. 13 November

Term, 19 61

Judgment No. 10 November 1960

Commonwealth of Pennsylvania }  
County of Clearfield } SS:

Lebanon

To the Sheriff of ~~Clearfield~~ County:

To satisfy the judgment, interest and costs against the above defendants

, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of Tulpehocken Mutual Fire Insurance Company, Meyerstown, Penna., as garnishee,

Proceeds due Defendants from Garnishee in the amount  
of \$3,925.28 for fire loss.

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;  
(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 3,965.00

Interest from October 7, 1960 \$ 595.75

Costs (to be added) Attys. Smith, Smith & Work \$ 6.50  
Attys. Smith, Smith & Work 13.50 \$

*Wm T. Hager*  
Prothonotary

By \_\_\_\_\_  
Deputy



Date December 26, 1961

Proth'y. No. 64

State of Pennsylvania )  
County of Lebanon )ss:

ROBERT M. LESHER, SHERIFF, being duly sworn according to law deposes and says that he ATTACHED as within commanded, property of the Defendants not levied upon in the possession of Tulpehocken Mutual Fire Insurance Company, Myerstown, Lebanon County, Pennsylvania, as Garnishee, being proceeds due Defendants from Garnishee in the amount of \$3925.28 for fire loss, on December 29, 1961 at 3:20 o'clock P.M., and at the same time summoned as Garnishee the said TULPEHOCKEN MUTUAL FIRE INSURANCE COMPANY of Myerstown, by handing a true and attested copy thereof to LESTER FRANTZ, Secretary of said Garnishee Company, on December 29, 1961 at No.36 East Main Street, Myerstown, Lebanon County, Pennsylvania, and by making known to him the contents of the same, and did same in the presence of Charles Sebright, a credible person of the neighborhood; AND ALSO that he served INTERROGATORIES IN THIS MATTER upon TULPEHOCKEN MUTUAL FIRE INSURANCE COMPANY, Myerstown, within named Garnishee, by handing a true and attested copy thereof to Lester Frantz, Secretary of said Garnishee Company, on December 29, 1961 at 3:20 o'clock P.M., at No.36 East Main Street, Myerstown, Lebanon County, Pennsylvania and by making known to him the contents of the same.

Sworn to and subscribed before me  
this 30th day of December, A.D. 1961.

Robert M. Lesher Notary Public

My com. expires: March 9, 1963

SO ANSWERS

Robert M. Lesher  
Sheriff

No. 10 November Term, 19 60  
No. 13 November Term, 19 61

IN THE COURT OF COMMON

PLEAS, CLEARFIELD COUNTY,

PENNSYLVANIA.

General Electric Credit Corporation

vs.

Evon Graffius, nee Evon Graffius

Hubler and Richard F. Hubler

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT \$3,965.00

Interest from - - - 10/7/60

Prothonotary - - -

Use Attorney - - - 20 00

WRIT OF EXECUTION

Attorney's Comm. - - - 595 75

Satisfaction - - -

Sheriff - - -

RECEIVED WRIT THIS day

of A. D., 19 ,  
at M.

Sheriff

Smith, Smith & Work

Smith, Smith & Work

Attorney for Plaintiff(s)  
Tanner & Hawke Lee 1/1961  
2:55 P.M.

Attorney(s) for Plaintiff(s)

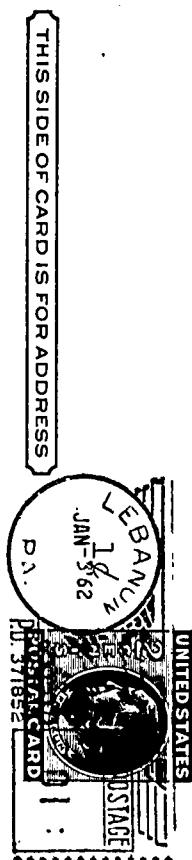
Attachment &c.

General Electric Credit Corp. vs. Graffius, et.al. *62* N.P. 10 Nov. 13 Nov. Term 1960 Term 1961 Smith, Smith and Work, Esq.s.

Above papers have been served. Costs due \$ 18.45. Upon payment of same Writ will be promptly returned.

A. MAYNARD HESS  
SHERIFF  
Per m.s.

SHERIFF'S OFFICE  
Lebanon, Pa.



Smith, Smith and Work, Esqs.  
Clearfield  
Clearfield County, Pa.

Praecipe for Writ of Execution - Money Judgments.

GENERAL ELECTRIC CREDIT CORPORATION

VS

EVON GRAFFIUS, nee EVON GRAFFIUS  
HUBLER and RICHARD F. HUBLER

} IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.

NO. 10 Nov

Term, 1960

*Nov 20/3 Nov 1960*

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Centre County;  
(2). against the following property

of defendant(s) and  
(3). against the following property in the hands of (name) Philipsburg, Penna. garnishee;  
as Agent for Tulpehocken Mutual Fire Insurance Co. of Meyerstown, Pa.

(4). and index this writ

(a) against Evon Graffius, nee Evon Graffius Hubler and Richard F.  
Hubler defendant(s) and

(b) against Francis Stover, Agent for Tulpehocken Mutual Fire, as garnishee,  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

Proceeds due Defendants from Tulpehocken Mutual Fire

Insurance Company in the amount of \$3,925.28 for fire loss.

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 3,965.00  
Attys. Com. \$ 595.75  
Interest from October 7, 1960 \$  
Costs (to be added) \$

SMITH, SMITH & WORK

BY:

*William J. Smith*  
Attorney for Plaintiff(s)

RECEIVED WRIT THIS \_\_\_\_\_ day  
of \_\_\_\_\_ A. D., 19\_\_\_\_\_,  
No. / 3 Nov Term, 196 /  
at \_\_\_\_\_ M.  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.  
Sheriff

vs.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

Use Attorney - -

Use Plaintiff - -

Attorney's Comm.

Satisfaction - - -

Sheriff - - - -

Praeclipe for Writ of Execution

Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL ELECTRIC CREDIT CORPORATION :

VS : No. 10 November Term, 1960  
EVON GRAFFIUS, nee EVON GRAFFIUS : Fi.Fa. No. 13 Nov - 1961  
HUBLER and RICHARD F. HUBLER :

INTERROGATORIES TO GARNISHEE

TO: Francis Stover,  
509 Spruce Street, Philipsburg, Penna.,  
as Agent for Tulpehocken Mutual Fire Insurance Company

You are hereby required to file answers to the following  
Interrogatories within twenty (20) days after service upon you.  
Failure to do so may result in judgment against you:

(1). At the time you were served or at any subsequent  
time did you owe the Defendants any money or were you liable to  
them on any negotiable or other written instrument, or did they  
claim that you owed them any money or were liable to them for any  
reason?

(2). At the time you were served or at any subsequent  
time was there in your possession, custody or control, or in the  
joint possession, custody or control of yourself and one or more  
other persons, any property of any nature owned solely or in part  
by the Defendants?

(3). At the time you were served or at any subsequent  
time did you hold legal title to any property of any nature owned  
solely or in part by the Defendants or in which the Defendants  
held or claimed any interest?

(4). At the time you were served or at any subsequent  
time did you hold as fiduciary any property in which the Defendants  
had an interest?

(5). At any time before or after you were served did  
the Defendants transfer or deliver any property to you or to any  
person or place pursuant to your direction or consent and, if so,  
what was the consideration therefor?

(6). At any time after you were served did you pay, transfer or deliver any money or property to the Defendants or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendants against you?

SMITH, SMITH & WORK

BY

William J. Smith  
Atty's. for Plaintiff

10/10/60 / 10/10/60  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 10 November Term, 1960  
Pl. Fa. No. 10/10/60 / 10/10/60

GENERAL ELECTRIC CREDIT  
CORPORATION

VS

EVON GRAFFIUS, nee EVON  
GRAFFIUS HUBLER and  
RICHARD F. HUBLER

INTERROGATORIES

TO THE WITHIN GARNISHEE:

You are hereby required to  
file answers to the within  
Interrogatories within twenty  
days from service hereof.

SMITH, SMITH & WORK

BY *W. J. Miller* / *W. J. Miller*  
Atty's. for Plaintiff

SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL ELECTRIC CREDIT CORPORATION:

VS : No. 10 November Term, 1960  
EVON GRAFFIUS, nee EVON GRAFFIUS : 13 nov. 2. 1961-  
HUBLER and RICHARD F. HUBLER

PRAECIPE FOR DISCONTINUANCE

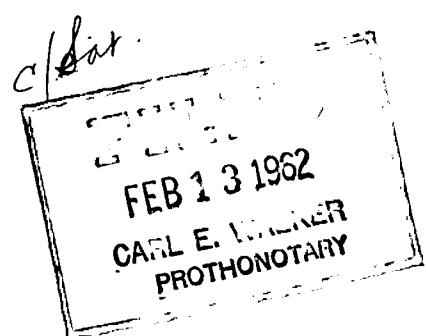
TO CARL E. WALKER, PROTHONOTARY

SIR:

Discontinue the above action and mark the record satisfied and discontinued.

SMITH, SMITH & WORK

BY William L. Smith  
Atty. for Plaintiff



596808

R. D. & J. W. DECATOR PA Date 10.7.62  
 (Street Address of Maker) (Town) (State)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of  
MARKET HEAT INC CO 20/xx Dollars (\$42.09.99)

FORTY TWO HUNDRED & NINE 951 PENN AVE PENNSYLVANIA  
 (Dealer's Name) (Street Address) (City) (State)

Payable at office of General Electric Credit Corporation 15/xx Dollars (\$ 70.00)  
 (Street Address to Be Paid) (City) (State)

in 60 monthly installments of Seventy 11 1961 1961 1961  
 (Number) (Month) (Day) (Year)  
 in 60 monthly installments of Seventy 11 1961 1961 1961  
 (Number) (Month) (Day) (Year)

each, except the final installment which shall be the first instalment payable  
 the first instalment payable JAN 11 1961 balance of installments payable on even date of each  
 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  
 errors, and without stay of execution and institution and execution upon any levy on real estate is hereby waived, and condem-  
 nation 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.

W. R. KERCHFIELD  
 (Signature) (Signature) (Signature) (Signature) (Signature) (Signature) (Signature) (Signature)

Witness: OUR hand and seal  
 Maker sign here W. R. KERCHFIELD  
 (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (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... *Market Heating Co.* (Seal)  
(Dealer)

By... *Wm. W. Smith* .....  
(Officer, Firm Member or Owner)

IN THE  
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_

P. S. B.

GENERAL ELECTRIC CREDIT CORPORATION	Debt, \$ 4209.00
versus	Plaintiff
EVON GRAFFIUS and RICHARD F. HUBER	Interest, \$ 4209.00
	Attorney's Commission of 15% \$ 631.35
	Defendants Total, \$ 4840.35

COMPLAINT

Plaintiff, General Electric Credit Corporation, complains that defendant s, on the 7th day of October, 1960, at W. Decator, Pennsylvania, by a certain written instrument (a copy of which is attached hereto marked Exhibit "A" and made part hereof), promised to pay the holder thereof the sum of \$ 4209.00 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 \$ 4209.00. Wherefore plaintiff is damaged in the sum of \$ 4840.35 and brings this suit.

Leonard M. S. Morris  
Bell, Silberstadt & Sample  
Attorneys for Plaintiff.

CONFESION

By virtue of the Warrant of Attorney contained in Exhibit "A" attached hereto, the undersigned attorney hereby appears for Defendants 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 \$ 4840.35 liquidated as follows:

Amount of Debt	\$ 4209.00
Penalty	\$
Interest from _____, 19_____	\$
Attorney's Commission of 15%	\$ 631.35
Total	\$ 4840.35

Dated: November 7, 1960.

Leonard M. S. Morris  
Bell, Silberstadt & Sample  
Attorneys for Defendants, 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 Defendants 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

11/7/60

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

951 Penn Avenue  
Pittsburgh, Pa.

Mo. 10 Year, 1960

R. S. B.

GENERAL ELECTRIC  
CREDIT CORPORATION

Address of debtor(s) is:

R. D. #1

W. Decator, Pennsylvania

Leone M. Morris

Bell, Silberblatt & Swoope  
Attorneys for Creditor

versus

EVON GRAFFIUS and  
RICHARD F. HUBER

Narr. Instrument and Affidavit,

~~R. S. B.~~  
Confession of Judgment,

11/30/60  
581  
19

Filed,

W.M. T. 11/30/60

PROT. NO. 1000

3.50  
Bell, Silberblatt & Swoope  
Clearfield Trust Company Bldg.  
Clearfield, Pennsylvania

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

Attorneys for Plaintiff.