

DOCKET NO. 173

Number	Term	Year
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34	November	1960
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Arthur H. Zweifel, t/d/b/a

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Motors Finance Co.

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**Versus**

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Paul Mandel, Jr.

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Rita Mandel

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# PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT

ORIGINAL

Buyer's Name and Address Paul Mandel, Jr. Date February 29, 1960  
 (Name) (No. and Street) (City and Postal Zone) (State)  
 Seller's Name and Address Nittany Motor Sales Milesburg, Pa.  
 (Name of Dealer) (No. and Street) (City and Postal Zone) (State)

Seller hereby sells and Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) hereby purchases, subject to the terms and conditions hereinafter set forth, the following described motor vehicle and extra equipment (herein called the "Car"):

Used New	Yr.	Make—Trade Name	Type of Body If Truck Give Tonnage	Model Number	Motor Number	Serial Number	Cash Delivered Price
Used	52	Pontiac	Tudor	8W		W8WH1115	\$ 495 00 1
Itemize: Extra } <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Radio <input type="checkbox"/> Heater Equipment } <input type="checkbox"/> Power Steering Other:							
Description of Trade-In	Yr.	Make	Model	Serial No.	FOR A CREDIT SELLING PRICE COMPUTED AS FOLLOWS:		
	51	Olds.	4 dr.	518W1018	DOWN PAYMENT		
					A. Cash.....	\$.....	
					B. Trade-in equity.....	\$ 145 00	\$ 145 00 2
					UNPAID CASH PRICE BALANCE (1-2)=		\$ 350 00 3

Car insurance settlement, where insurance is purchased by Seller, is based upon actual cash value of Car at times of loss, not to exceed limits of liability as set forth in policy, and is payable to Buyer, Seller or Seller's assignee as their interests may appear.

Buyer warrants that the purpose for which the Car is bought is primarily for:  
☐ Personal, family or household use ☐ Business use

Buyer agrees that the monthly payments and all other sums required to be paid hereunder, shall be payable at the office of

**MOTORS FINANCE COMPANY**  
 70 South Cameron Street, Harrisburg, Pa.

and that until all such payments shall have been made, the Seller retains title to and has a security interest in the Car and in all parts and accessories now or hereafter installed in or affixed to the Car.

Buyer acknowledges that it has received delivery of the Car, having first examined and tested it and found it to be in first class condition and as represented by Seller. All warranties, express or implied, and representations of Seller regarding the Car and this transaction are set forth herein.

BUYER'S STATUTORY RIGHTS include: TO PREPAY, at any time, all or any part of the unpaid Time Balance of this contract; to obtain the statutory REBATE OF UNEARNED FINANCE CHARGE whenever all of the Time Balance hereof is liquidated prior to maturity by prepayment, refinancing, or termination, by surrender or repossession and re-sale of the Car, unless the rebate to Buyer would be less than \$1.00, or would result in a net minimum finance charge to Seller of less than \$10.00; at the option of Seller, TO REINSTATE THIS CONTRACT and obtain a return of the Car following its repossession, the giving of notice thereof to Buyer, and prior to the sale, lease or other disposition of the Car by Seller, provided Buyer pays all past due installments, accrued default charges, costs of suit, and, if default at time of repossession exceeded 15 days, the expenses of retaking, repairing and storage authorized by law.

This contract is subject to the additional provisions including the POWER TO CONFESS JUDGMENT AGAINST BUYER, set forth on the reverse side hereof, the same being incorporated herein by reference.

INSURANCE		Term. 12 Mos.	
<input checked="" type="checkbox"/> Fire-Theft.....	ACV	\$.....	3 00
<input checked="" type="checkbox"/> \$50.00 Ded. collision	Class 1	\$.....	49 00
<input type="checkbox"/> Comprehensive.....		\$.....	
<input type="checkbox"/> Group Creditor Life and Limited Personal Accident, Bail Bond Certificate.....		\$.....	
Cr. Life		\$.....	4 55
OTHER COSTS (Itemize)			
		\$.....	
		\$.....	
		\$.....	
		\$.....	
		\$.....	
PRINCIPAL AMOUNT FINANCED (3+4+5)=		\$	406 55 6
FINANCE CHARGE		\$	48 61 7
TOTAL TIME BALANCE (6+7)=		\$	455 16 8

## SCHEDULE OF PAYMENTS

The total time balance shall be paid in 12 successive monthly payments of \$ 37.93 each and a final monthly payment of \$..... the first payment to be payable on April 1, 1960, and the remaining payments on a like day of each successive month thereafter.

## NOTICE TO BUYER

**DO NOT SIGN THIS CONTRACT IN BLANK**  
**YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN**  
**KEEP IT TO PROTECT YOUR LEGAL RIGHTS**

Executed the day and year first above written:

Nittany Motor Sales Seller

Paul Mandel Jr. (Buyer) (Seal)

Rita Mandel (Co-Buyer) (Seal)

RECEIPT IS ACKNOWLEDGED OF A TRUE AND CORRECT COPY OF THIS CONTRACT

Paul Mandel Jr. (Buyer)  
Rita Mandel (SURETY)

## ADDITIONAL PROVISIONS

1. **BUYER AGREES:** to pay a default charge, as provided for by law, on any installment payment or payments in arrears, at the rate of 2% per month for each month or fractional part thereof exceeding ten days; to pay promptly all taxes and assessments on the Car, its use and on this contract; to promptly notify Seller of all changes in the place where the Car is permanently kept (and Buyer represents that at the date hereof, and until further notice, the Car will be kept at his address given herein); to keep the Car free of all liens for storage, services or materials; to keep the Car in good condition and not to use or permit it to be used illegally or for hire; not to abandon or conceal the Car; not to sell, assign or encumber, without Seller's prior written consent, any rights of Buyer hereunder or in the Car, nor grant any further security interest in the Car, nor permit Buyer's rights therein to be reached by judicial process; and that no injury to or loss or destruction of the Car shall relieve Buyer from his obligation to make payments hereunder.

2. Until all moneys payable hereunder are paid in full, Buyer will keep the Car insured against fire, theft and collision, in an amount sufficient to cover Seller's interest therein and with a carrier acceptable to Seller; and if Buyer has not authorized Seller hereunder to purchase such insurance, Buyer will, upon request, promptly furnish Seller with satisfactory evidence of such insurance. Proceeds of any insurance not in excess of the unpaid balance hereunder, whether paid by reason of loss, injury, return premium or otherwise, shall be applied towards the replacement of the Car or payment of this obligation, at the option of the Seller; provided that unexpired premiums received by Seller resulting from cancellation of insurance originally placed at Buyer's expense, shall be credited to any matured unpaid installments.

3. The occurrence of any of the following shall, at the option of Seller, and without notice or demand on Buyer, constitute an event of default hereunder: failure of Buyer to make any payment hereunder punctually on its due date; failure of Buyer to observe or perform any of Buyer's other obligations hereunder; any warranties of Buyer contained herein or statements in Buyer's credit application or statement shall prove to have been false; death of Buyer or co-Buyer; Buyer shall become insolvent or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors; there shall be instituted, by or against Buyer, bankruptcy, insolvency, reorganization, arrangement, debt adjustment or liquidation proceedings; or the Car shall be subjected to, or threatened with, condemnation or forfeiture proceedings. Upon the occurrence of an event of default Seller shall have the following rights: to declare immediately due and payable any and all installments due and to become due hereunder and any other sums lawfully due hereunder, and/or to require the Buyer to deliver the Car to Seller at a place reasonably convenient to both parties, and/or to take immediate possession of the Car wherever found, with or without process of law, and in taking possession Seller may peaceably enter any premises where the Car may be found and take possession of the Car and custody of anything found in it. Buyer shall give Seller notice by registered mail within twenty-four hours after any repossession, if Buyer claims that any articles were contained in the Car at the time of repossession which are not covered by this contract, and failure to do so shall be a bar to any subsequent claim therefor.

4. If the Car is repossessed other than by legal process, Buyer shall be liable for costs incurred by Seller, or assigns, in retaking, storing and repairing the Car only if the default exceeded 15 days at the time of repossession, and if such costs are actual, necessary and reasonable, excluding charges for services of full time employees of Seller or assigns, and if such costs are supported by satisfactory evidence of payment. Upon repossession of the Car by legal process, Buyer shall be liable for such costs of suit and reasonable attorney's fees as are provided by the laws governing such proceedings.

5. Buyer may redeem the Car following repossession for default, at any time for a period of at least 15 days after Seller mails a lawful notice of repossession thereof to Buyer, and at any time thereafter before Seller has disposed, or contracted to dispose, of the Car. The redemption price shall be the then unpaid Time Balance hereof, plus any accrued default charges and other amounts lawfully due hereunder, and if default at the time of repossession exceeded 15 days, Buyer shall also pay the expenses of retaking, repairing and storing authorized by law.

6. If the Car is consumer goods as defined in the Pennsylvania Uniform Commercial Code, and if Buyer has prior to repossession for default paid 60% of the Cash Price thereof, Seller shall sell the Car at public or private sale after the expiration of the aforesaid 15 day redemption period and not later than 90 days from the date of repossession. If the Car is not consumer goods as so defined, or if it is but Buyer has not paid 60% of the Cash Price thereof, Seller may, at its option, following repossession, (a) sell or otherwise dispose of the Car at public or private sale, or (b) propose to retain the Car in satisfaction of Buyer's obligation hereunder by giving Buyer written notice of such proposal, and if Buyer objects to such proposal within 30 days of receipt of notice thereof, Seller shall sell or otherwise dispose of the Car at public or private sale. In the event of any public or private sale of the Car, Seller shall give Buyer reasonable notice of the time and place thereof. Seller shall apply the proceeds of any such sale or other disposition to defray the reasonable expenses of sale, the lawful expenses of retaking and storing the Car, and the then unpaid balance of the Time Price plus any then lawfully accrued default charges. After any such application of the proceeds, Buyer shall be entitled to any surplus but Buyer shall be liable for any deficiency.

7. Upon default by Buyer under any of the terms of this contract, Buyer hereby authorizes and empowers the Prothonotary or any attorney of any court of record within the United States, or elsewhere, to appear for Buyer and to confess judgment as often as necessary against Buyer and in favor of Seller or its assigns, as of any term, with or without declaration filed, for such sum or sums as may be payable hereunder (including such as are past due at the time of repossession or acceleration and such as may be payable by reason of acceleration, or such as may constitute a deficiency following resale of the Car) and with costs of suit, release of errors, without stay of execution and, if permitted by law, with 15% added as attorney's collection fees, and Buyer waives the right of inquisition on any real estate that may be levied on, hereby voluntarily condemns the same and authorizes the Prothonotary or Clerk of any court to enter upon the f. fa. such voluntary condemnation, and agrees that said real estate may be sold on f. fa. hereby waiving and releasing all relief from any and all appraisal, stay or exemption laws of any State or of the United States now in force or hereafter enacted. Buyer further authorizes and empowers any attorney of any court of record within the United States or elsewhere to appear for and to confess a judgment against Buyer and in favor of Seller or its assigns, in an amicable action of replevin to recover possession of the Car.

8. Time is of the essence. Waiver of any default shall not constitute waiver of any subsequent default. Seller's rights and remedies are cumulative and not alternative. Any provision hereof found to be invalid under the laws of Pennsylvania or any other state, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. This contract shall bind the heirs, personal representatives, successors and assigns of the parties hereto; and upon assignment by Seller, the assignee shall have all rights and be subject to all obligations of the Seller hereunder. Pennsylvania law applies to this contract, and its construction and its interpretation.

## THIS ASSIGNMENT MUST BE EXECUTED BY SELLER

To induce you to purchase the within contract, the undersigned hereby warrants that: our title to the contract and the Car covered thereby is absolute, free of all liens, encumbrances and security interests, subject only to the rights of the Buyer as set forth therein; the contract is genuine, arose from the sale of the Car therein described, and all parties thereto are of full age and had capacity to contract; the description of the Car and extra equipment is complete and correct; the cash down payment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks or other credit advanced by us to Buyer; all warranties and statements therein are true; there is owing thereon the Total Time Balance set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction; motor vehicle title certificate showing lien or encumbrance in favor of the assignee named below has been or will be applied for promptly; and that we have no knowledge of any facts impairing the validity or value of the contract. If any such warranties should be untrue, undersigned shall repurchase from

**MOTORS FINANCE COMPANY, 70 South Cameron Street, Harrisburg, Pa., assignee herein,**

said contract, upon demand, and will pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by the above assignee in respect thereto, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that the above assignee might have at law or in equity against undersigned.

For value received, ☐ with Recourse ☒ without Recourse ☐ with a Repurchase Agreement undersigned hereby sells, assigns, transfers, and sets over unto the above assignee, its successors and assigns, the within contract and all right title and interest in and to the Car therein described, hereby granting full power to the said assignee, to take all such legal or other proceedings as the undersigned might have taken.

Witness: ..... (Real) Seller: *[Signature]* ..... (Seal)

Dated: 2/29/60, 19..... By: *[Signature]* ..... (Seal)

(1) 188-B4 CREDITS 4-16-60 37.93 6-17-60 37.93 7-18-60 37.93 <hr/> 113.79	11-4-60 Balance due - 341.37 11-4-60 - Default Charge - 10.38 <hr/> 11-4-60 - Finance Charge Refund - 351.75 3.74 <hr/> 11-4-60 net balance - 348.01
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ARTHUR H. ZWEIFEL t/d/b/a  
MOTORS FINANCE CO.

vs.

PAUL MANDEL, JR. and  
RITA MANDEL, his wife

: IN THE COURT OF COMMON PLEAS OF  
:  
:  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: No. TERM, 1960

AFFIDAVIT OF DEFAULT

COMMONWEALTH OF PENNSYLVANIA )  
: SS:  
COUNTY OF DAUPHIN )

Personally appeared before me, a Notary Public in and for the Commonwealth and County aforesaid, ARTHUR H. ZWEIFEL, trading and doing business as MOTORS FINANCE CO., who being duly sworn according to law, deposes and says that he is the plaintiff in the above-entitled matter; that Paul Mandel, Jr. and Rita Mandel, his wife, the defendants herein, executed the attached Installment Sale Contract, dated the 29 day of February, 1960; that defendants defaulted in the payment of \$37.93, due on the 2nd day of August, 1960, and have remained in default until the present, whereupon, under the terms of said Installment Sale Contract, the entire balance of principal debt became due and payable immediately as per the following statement:

Amount due on said Installment Sale Contract	\$348.01
Collection fee	<u>52.20</u>
TOTAL	\$400.21

MOTORS FINANCE CO.

By

Arthur H. Zweifel  
Arthur H. Zweifel, Owner

Sworn to and subscribed  
before me this 7 day  
of November, 1960.

(SEAL)

Notary Public  
My Commission Expires March 12, 1961

ARTHUR H. ZWEIFEL t/d/b/a  
MOTORS FINANCE CO.

vs.

PAUL MANDEL, JR. and  
RITA MANDEL, his wife

: IN THE COURT OF COMMON PLEAS OF  
:  
:  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: No. 34 Nov. TERM, 1960

TO THE PROTHONOTARY:

Enter my appearance for the defendants in the above case, it appearing that they defaulted in installment due the 2nd day of August, 1960, and each and every installment thereafter, as provided in the Installment Sale Contract herewith filed. I hereby confess judgment in favor of the plaintiff and against Paul Mandel, Jr. and Rita Mandel, his wife, the defendants, and waive all stay of execution, etc., according to the terms of the warrant, by virtue of the power of attorney so to do contained in said Installment Sale Contract. Assess damages as follows:

Amount due on Installment Sale Contract	\$348.01
Collection fee	<u>52.20</u>
TOTAL	\$400.21

THOMAS C. ZERBE  
BELL, SILBERBLATT & SWOOPE  
By Caul Silberblatt  
Attorney for Defendants

AND NOW, this 14<sup>th</sup> day of Nov, 1960, judgment is entered against the defendants and in favor of the plaintiff, and damages are assessed as above in the sum of \$400.21.

How T. Hagerty  
Prothonotary

The present address of the Plaintiff is 70 South Cameron Street, ~~Harrisburg, Pa.~~ Harrisburg, Penna. and the last known address of the Defendants is Karthaus, Penna.

THOMAS C. ZERBE  
BELL, SILBERBLATT & SWOOPE  
by Caul Silberblatt  
Attorneys for Plaintiff

34 Nov. 1960

S/P. 1  
**FILED**  
9:56 AM '60  
NOV 14 1960  
WM. T. HAGERITY  
PROTHONOTARY  
350 City Bldg.