

DOCKET NO. 173

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

Motors Finance Co.

Versus

Paul Mandel, Jr.

Rita Mandel

**PENNSYLVANIA MOTOR VEHICLE
INSTALLMENT SALE CONTRACT**

ORIGINAL

Buyer's Name **Paul Mandel, Jr.**
and Address **(Name)**

(No. and Street)

Date **February 29, 1960**
Karthaus, Pa.
(City and Postal Zone) (State)

Seller's Name **Nittany Motor Sales**
and Address **(Name of Dealer)**

(No. and Street)

Milesburg, Pa.
(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
Itemize: Extra <input checked="" type="checkbox"/> Automatic Transmission <input type="checkbox"/> Radio <input type="checkbox"/> Heater Equipment <input type="checkbox"/> Power Steering <input type="checkbox"/> Other:							
FOR A CREDIT SELLING PRICE COMPUTED AS FOLLOWS:							
Description of Trade-In	Yr.	Make	Model	Serial No.	DOWN PAYMENT		
51 Olds.	51	Olds.	4 dr.	518W1018	A. Cash.....	\$.....	
A. Trade-in equity \$ 145.00							
UNPAID CASH PRICE BALANCE (1—2)= \$ 350.00							
INSURANCE Term 12 Mos.							
A. Fire-Theft..... ACV..... \$ 3.00							
B. \$50.00 Ded. Collision Class 1 \$ 49.00							
C. Comprehensive..... \$.....							
D. 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							
FINANCE CHARGE \$ 48.61							
TOTAL TIME BALANCE (6+7)= \$ 455.16							

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
By *Paul Mandel Jr.* *W. C. Key* Co.

Paul Mandel Jr. (Buyer)
Rita Mandel Jr. (Co-Buyer) (SURETY) (Seal)

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

Paul Mandel Jr. (Buyer)
Rita Mandel Jr. (Co-Buyer) (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 appraisement, 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 parties, 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 herein; 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: (Seal) Seller: (Seal)

Dated: 2/29/60, 19.....

11-4-60 Balance due - 341.37
 11-4-60 - Default charge 10.38
 11-4-60 - Finance charge refund 351.75
 11-4-60 - 3.74

11-4-60 net balance 348.01

(1) 188-B4 CREDITS
 4-16-60 37.93
 6-17-60 37.93
 7-18-60 37.93
 113.79

ARTHUR H. ZWEIFEL t/d/b/a : IN THE COURT OF COMMON PLEAS OF
MOTORS FINANCE CO. :
vs. : CLEARFIELD COUNTY, PENNSYLVANIA
PAUL MANDEL, JR. and :
RITA MANDEL, his wife : 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)

Edgar E. Jones, Esq., PA.
Notary PUBLIC
My Commission Expires March 12, 1961

My Commission Expires:

ARTHUR H. ZWEIFEL t/d/b/a : IN THE COURT OF COMMON PLEAS OF
MOTORS FINANCE CO. :
vs. : CLEARFIELD COUNTY, PENNSYLVANIA
PAUL MANDEL, JR. and :
RITA MANDEL, his wife : 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 & SWOOP
By *Paul Silberblatt*
Attorney for Defendants

AND NOW, this 14th 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.

Howard J. Nagelty
Prothonotary

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

THOMAS C. ZERBE
BELL, SILBERBLATT & SWOOP
by *Paul Silberblatt*
Attorneys for Plaintiff

34 Rev. 1960

