

DOCKET NO. 173

Number Term Year

55 November 1960

General Electric Credit Corp.

Versus

Eugene F. Mancuso

Mildred Mancuso

IN THE
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 55 Nov 1960

P. S. B.

GENERAL ELECTRIC CREDIT CORPORATION	Debt, \$ 2484.00
Plaintiff	Penalty, \$
versus	Interest, \$ 2484.00
EUGENE F. MANCUSO and MILDRED MANCUSO	Attorney's Commission of 15% \$ 372.60
Defendants	Total, \$ 2856.60

COMPLAINT

Plaintiff, General Electric Credit Corporation, complains that defendant s, on the 23rd day of August 1960, at DuBois, Pennsylvania, by a certain written instrument (not a copy of which is attached hereto marked Exhibit "A" and made part hereof), promised to pay the holder thereof the sum of \$ 2484.00 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 \$ 2484.00. Wherefore plaintiff is damaged in the sum of \$ 2856.60 and brings this suit.

Leonard M. S. Morris
Bell, Schwerin & Swank
Leonard M. S. Morris
Attorneys for Plaintiff.

CONFESION

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 \$ 2856.60 liquidated as follows:

Amount of Debt	\$ 2484.00
Penalty	\$
Interest from _____, 19_____.	\$
Attorney's Commission of 15%	\$ 372.60
Total	\$ 2856.60

Dated: November 15, 1960.

Leonard M. S. Morris
Bell, Schwerin & Swank
Leonard M. S. Morris
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 Defendants are not in the Military Service of the United States.

Subscribed and sworn to before me, this 16th

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

L. M. S. Morris

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

951 Penn Avenue

Pittsburgh, Pa.

No. 55 New Term, 1960.

J. S. B.

GENERAL ELECTRIC
CREDIT CORPORATION

Address of debtor(s) is:

444 E. Scribner Avenue
DuBois, Pennsylvania

James M. Morris
Bell, Silberblatt & Swoope
Attorneys for Plaintiff

versus

EUGENE F. MANCUSO
and MILDRED MANCUSO

Narr, Instrument and Affidavit,
Confession of Judgment,

Filed, 19

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

S. J. and
JOHN W. MORRIS

13
FILED
S. J. and
JOHN W. MORRIS
Attorneys for Plaintiff.
NOV 18 1960

WM. T. HAGERTY
PROTHOMOTARY

350 Kydalg

Attn: Eugene Mancuso, Inc.

No. 596856 Date 8/23, 1962

Attn: Eugene Mancuso, Inc. (Street Address of Maker) (Town) (State)

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

Eugene Mancuso (Dealer's Name) \$ 00 (Total Balance to Be Paid) Dollars (\$ 2484.00)

Payable at office of General Electric Credit Corporation (Street Address) (City) (State)

in 12 monthly installments of \$ 41.00 (Number) Dollars (\$ 41.00)

each, except the final installment which shall be the first installment payable on 1/15 (Month) 1961 (Day) (Year)

successing month thereafter until this note is fully paid, with interest on each instalment after its maturity at the highest lawful rate.

And further, the undersigned do hereby empower any Attorney of Record within the United States or elsewhere to appear 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 inquisition and extenction upon any levy on real estate is hereby waived, and condementation, 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.

Eugene Mancuso (Signature) (Seal)
(Maker sign here)

Witness my hand and seal
Eugene Mancuso (Signature) (Seal)
(Maker sign here)

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 Mfg. Co.*(Seal)
(Dealer)

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