

DOCKET NO. 173

Number **Term** **Year**

158 November 1960

General Electric Credit Corporation

Versus

Charles J. Burns

Helen P. Burns

Cheswick Co

59695

108 W. Main St. Hartdale, N.Y. Date 10/12/1960
(Street Address of Maker) (Town) (State)

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

Market Heating Corp., (Debtor's name)

Twenty thousand and five (Total Balance to Be Paid) Dollars (\$22,080.00)

Payable at office of General Electric Credit Corporation 951 Tamm Ave., Bronx, N.Y. (Street Address) (City) (State)

in 120 monthly instalments of ~~Twelve~~ Six ~~6~~ Dollars (\$36.80)

each, except the final instalment which shall be ~~Twelve~~ Six ~~6~~ Dollars (\$36.80)

the first instalment payable ~~12/12/60~~ (Month) ~~12/12/61~~ (Day) ~~1961~~ (Year) balance of instalments 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 for collection and release of all costs, and without stay or execution and incisition and extension upon any levy on real estate is hereby waived, and contention 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.

Witness: Sam hand and seal
Cheswick Corp. (Seal)
(Baker 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 Day Co.*..... (Seal)
(Dealer)

By..... *Raymond A. McLean*.....
(Officer, Firm Member or Owner)

IN THE
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 158 Nov. 1960

D. S. B.

GENERAL ELECTRIC CREDIT CORPORATION | Plaintiff | Debt, \$ 2208.00
 versus | | Penalty, \$ _____
 CHARLES J. BURNS and HELEN P. BURNS | Defendants | Interest, \$ _____ \$ 2208.00
 | | Attorney's Commission of 15% \$ 331.20
 | | Total, \$ 2539.20

COMPLAINT

Plaintiff, General Electric Credit Corporation, complains that defendants, on the 12th day of October, 1960, at Houtzdale, Pennsylvania, by a certain written instrument (extraneous copy of which is attached hereto marked Exhibit "A" and made part hereof), promised to pay the holder thereof the sum of \$ 2208.00 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 \$ 2208.00. Wherefore plaintiff is damaged in the sum of \$ 2539.20 and brings this suit.

Leonard M. S. Morris
Bell, Alberto & Morris
S. M. S. Morris
 Attorneys for Plaintiff.

CONFESSION

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 \$ 2539.20 liquidated as follows:

Amount of Debt	\$ 2208.00
Penalty	\$ _____
Interest from _____, 19 _____	\$ _____
Attorney's Commission of 15%	\$ 331.20
Total	\$ 2539.20

Dated: November 29, 1960.

Leonard M. S. Morris
Bell, Alberto & Morris
S. M. S. Morris
 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 29th

day of November A.D. 1960.

Walter F. Stasi
 My Commission Expires

Leonard M. S. Morris

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

951 Penn Avenue
Pittsburgh, Pa.

No. 158 Term, 1960.

J. S. B.

GENERAL ELECTRIC
CREDIT CORPORATION

Address of debtor(s) is:

1068 W. Hannah Street
Houtzdale, Pennsylvania

Leona M. J. Morris
Bell, Silberblatt & Swoope
Attorneys for Creditor

CHARLES J. BURNS
and HELEN P. BURNS

versus

Narr, Instrument and Affidavit,
Confession of Judgment,

Filed,

19

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

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

Attorneys for Plaintiff

DEC-1 1960

W. T. HAGERTY

PROTHONOTARY

3.5 P.M.