

DOCKET NO. 173

Number	Term	Year
203	November	1960

State Farm Mutual Automobile Insurance Co.

Versus

Gayle R. Huey,

Laverne Huey

COMMONWEALTH OF PENNSYLVANIA:

SS:
COUNTY OF CLEARFIELD :

AFFIDAVIT OF DEFAULT

DON HOLLEN, being duly sworn according to law, deposes and states:-

(1). He is an Adjuster for State Farm Mutual Automobile Insurance Company, and as such is authorized to make this Affidavit.

(2). On August 16, 1959, Gayle R. Huey, ^{and Laverne Huey} of Luthersburg, Pennsylvania, executed a standard Settlement Installment Agreement with State Farm Mutual Automobile Insurance Company, whereby the said Gayle R. Huey ^{Laverne Huey} did agree to make payments to State Farm Mutual Automobile Insurance Company until the sum of Two Hundred Eighty-two and 56/100 (\$282.56) Dollars was paid in full by September 28, 1959.

(3). The said Gayle R. Huey ^{and Laverne Huey} has paid the sum of Two Hundred (\$200.00) Dollars, leaving a balance of Eighty-two and 56/100 (\$82.56) Dollars.

(4). In spite of many requests, the said Gayle R. Huey ^{Laverne Huey and} has refused to pay the balance and has, therefore, defaulted in said Agreement.

Further your deponent saith not.

Don Hollen

Don Hollen
Adjuster
State Farm Mutual Automobile
Insurance Company

Sworn to and subscribed before me
this 5th day of December, 1960.

Don H. Lagerty

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

Standard Settlement Agreement (Installments)

THIS AGREEMENT, entered into this 18th day of August, 1959, by and between State Farm Mut. Auto Ins. Co. located at Clearfield, Pa., Pennsylvania (hereinafter called the First Party), and Gayle R. Huey, of Luthersburg, Pa., (hereinafter called the Second Party),

WITNESSETH:

WHEREAS, the Second Party desires to settle for responsibility for an accident which occurred on the 18th day of June, 1959, at Rte 255 east of, ~~in~~ the Town of DuBois, County of Clearfield, Pennsylvania, in which the motor vehicle of C. A. & Mrs. C. A. Walters was damaged in the amount of \$ 282.56;

WHEREAS, the First Party, under its collision insurance policy with said owner, has joined with him in paying said sum for the repairs to his said automobile;

WHEREAS, said First Party is authorized to sue or settle for all of said damages;

NOW, THEREFORE, it is mutually agreed as follows:

1. That in forbearance of the filing of a suit against him, the Second Party does hereby agree to pay to the First Party the sum of \$ 282.56 payable as follows: The sum of \$ _____ on the _____ day of _____, 19____, the sum of \$ _____ on the _____ day of _____, 19____, and a like sum of \$ _____ on the _____ day of each and every month thereafter, until the whole of said sum shall be paid.

The entire sum of \$282.56 to be paid in full by September 28, 1959.

2. Upon the payment of all monies due according to the terms of the paragraph next above, the Second Party shall be released and discharged in full for all damages to the said automobile resulting from said collision.

3. The First Party agrees not to institute any suit to recover the said sum, or any part thereof, so long as the Second Party is not in default hereunder.

4. In the event that the Second Party defaults in the payment of any installment as aforesaid, then the whole or the balance of said amount shall immediately become due and payable, and the Second Party does hereby empower any attorney of any Court of Record within the United States or elsewhere to appear for him, and with or without Declaration Filed, confess judgment against him and in favor of the First Party, its successor or assigns, as of any term, for the sum above stated or so much thereof as maybe then unpaid and attorney's commission of ten per centum for collection and release of all errors and without stay of execution and inquisition, and extension upon any levy is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale of any execution hereon is also expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

5. Waiver of any default shall not effect First Party's rights upon any later default.

6. This Agreement is without prejudice to any rights of the First Party and of said owner not specifically mentioned herein.

IN WITNESS WHEREOF, the Second Party hereto does hereby set his hand and seal the day and year first above written, with intentions of being legally bound hereby.

Gayle R. Huey
(Gayle R. Huey)

The above Settlement Agreement is hereby accepted in behalf of

State Farm Mutual Auto Ins. Co. by its attorney.

Paul Silbert

Laverne Huey
LAVERNE HUEY

State Farm Mutual Automobile
Insurance Co.

vs.

Gayle R. Huey

Laverne Huey

State of Pennsylvania,
County of Clearfield

ss.

In the Court of Common Pleas

of Clearfield County,

of November Term, 1960

No. 203

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendants, bearing date the 16 day of August A. D. 1959, whereby the Defendants doth promise to pay to the said Plaintiff in installments the sum of \$282.56

Dollars for value received, with interest from August 16, 1959 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant^s, and after one or more declarations filed, to confess judgment against ~~him~~ them and in favor of said Plaintiff for the said sum of \$282.56

Dollars with interest from August 16, 1959 as afore-said, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: ~~and with all the waivers and conditions~~ and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation, of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of \$282.56

The amount still due is
\$82.56

~~Attorney's Commission of \$xxxxxxx~~
Interest from August 16, 1959

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt
Attorney for the Plaintiff

State of Pennsylvania,
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, We Bell, Silberblatt & Swoope by Paul Silberblatt do hereby appear for Gayle R. Huey and Laverne Huey the Defendants in the stated action without writ, as of November Term, 1960, and therein confess judgment against him and in favor of State Farm Mutual Automobile Insurance Co. the Plaintiff, for sum of \$282.56

Dollars, with interest from August 16, 1959 ~~and with~~ ~~Attorney's Commission of \$xxxxxxx~~ and costs of suit release of all errors in the entering of said judgment, and issuing of any process thereon and with all the waivers and conditions as specifically set forth in the note hereto attached and made part hereof by incorporation.

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt
Attorney for Defendant

To William T. Hagerty, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is 120 E. Pine Street, Clearfield, Penna.
and the last known address of the Defendants is Luthersburg, Penna.

BELL, SILBERBLATT & SWOOPE
By Paul Silberblatt
Attorneys for Plaintiff

In the Court of Common Pleas	
of Clearfield County	
November Term 1960	
No. 203	
State Farm Mutual Automobile Insurance Co.	
vs.	
Gayle R. Huey	
Laverne Huey	
D.S.B.	
Note of Warrant of Attorney	
Debt - - - \$282.56	
5/2/60	
FILED	
DEC-5 1960	
WM. T. HAGERTY	
PROTHONOTARY Prothonotary	
Bell, Silberblatt & Swoope	
Clearfield, Penna. Attorney for Plaintiff	