

DOCKET NO. 173

Number	Term	Year
437	November	1960

General Electric Credit Corporation

Versus

Charles Wills

Madalyn K. Wills

305 Stone St. (Street Address of Maker) Osceola Mills Pa (Town) No. 596403 Date Aug 8, 1960 (State)

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

Five Thousand Thirty Seven & 00/100 (Total Balance to Be Paid) Market Heating Co. (Dealer's Name)

Payable at office of General Electric Credit Corporation 951 Penn Ave. (Street Address) City) Dollars (\$ 5,037.00) (State) PA

in 60 monthly instalments of Eighty Three & 45/100 Dollars (\$ 83.95) each, except the final instalment which shall be 11 1960 Dollars (\$)

the first instalment payable Nov. (Month) (Day) (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 as of any term 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 extension upon any levy on real estate is hereby waived, and condemnation 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 my hand and seal our (Seal) C. Harold Wills (Maker sign here) (Seal) Madalyn K. Wills (Maker sign here) (Seal)

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 MARRET HEATING Co. (Seal)
(Dealer)

By Wm. A. ...
Officer, Firm Member or Owner

IN THE
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 437 Nov 2 1960
A. S. B.

GENERAL ELECTRIC CREDIT CORPORATION	Debt, _____	\$ 5037.00
Plaintiff	Penalty, _____	\$
versus	Interest, _____	\$ 5037.00
CHARLES WILLS and MADALYN K. WILLS	Attorney's Commission of 15%	\$ 755.55
Defendants	Total, _____	\$ 5792.55

COMPLAINT

Plaintiff, General Electric Credit Corporation, complains that defendant s, on the 8th day of August , 19 60, at Osceola Mills, Pennsylvania , by a certain written instrument (~~XXXXXX XXXXX~~ which is attached hereto marked Exhibit "A" and made part hereof), promised to pay the holder thereof the sum of \$ 5037.00 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 \$ 5037.00 . Wherefore plaintiff is damaged in the sum of \$ 5792.55 and brings this suit.

Leonard M. S. Morris
Bell, Silberblatt & Surpho
Attorneys for Plaintiff.

CONFESSION

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 \$5792.55 liquidated as follows:

Amount of Debt	\$ 5037.00
Penalty	\$
Interest from _____, 19 _____	\$
Attorney's Commission of 15%	\$ 755.55
Total	\$ 5792.55

Dated: January 18, 19 61. Leonard M. S. Morris
Bell, Silberblatt & Surpho by M. L. Silberblatt
Attorneys for Defendant s Pro hac vice.

Commonwealth of Pennsylvania, } ss.
County of Allegheny }

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 Defendant s are not in the Military Service of the United States.

Subscribed and sworn to before me, this 18th

day of January A.D. 19 61 .
Emma Schuerin
My Commission Expires
EMMA SCHWERIN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
March 9, 1963

Leonard M. S. Morris

EXHIBIT "A"

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

951 Penn Avenue
Pittsburgh, Pa.

No. 437 Filed Term, 19 60

J. S. J.

GENERAL ELECTRIC
CREDIT CORPORATION

Address of debtor(s) is:

305 Stone Street
Osceola Mills, Pennsylvania

²/₁ versus
CHARLES WILLS and
6/ MADALYN K. WILLS

Leonard M. S. Morris
and
Bell, Albrecht & Purke
& M. S. Albrecht
Attorneys for Creditor

Narr, Instrument and Affidavit,

Confession of Judgment,
5/12/21 (186)

Filed,

19

FILED
JAN 19 1961
WM. T. HAGERTY

Bell, Albrecht & Purke
Clearfield Trust Company Bldg.
Clearfield, Pennsylvania
and
3/57

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

Attorneys for Plaintiff.