

DOCKET NO. 172

Number Term Year

454 September 1960

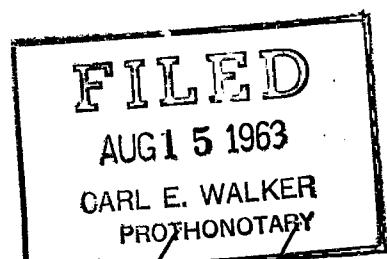
General Electric Credit Corp.

Versus

Delos E. Hibner III

Dorothy G. Hibner

172 ✓	454	September	60
✓	General Electric Credit Corporation		
		\$4564.35	
	595.35		
✓	DeLois E. Hibner III ✓ Dorothy G. Hibner	August 15, 1963	63
✓		August 15th	
			<i>Settled on Docket by Mrs. Schlesinger</i>



C/R 1:50 P.M.

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

951 Penn Avenue
Pittsburgh, Pa.

No. 45-1450 Term, 1960

B. S. J.

GENERAL ELECTRIC
CREDIT CORPORATION

Address of debtor(s) is:

400 N. Third Street
DuBois, Pennsylvania

Leonard M. S. Morris
Bell Telephone System
Attorneys for Creditor

versus

23 DETLOS E. HIBNER III
and DOROTHY G. HIBNER

Narr, Instrument and Affidavit,

Confession of Judgment,

File, B/LS/LP 5-70
1/30 NOV 5 1960
Leonard M. S. Morris & Swoope
Cleary, Glavin, Morris & Company Bldg.
Clearfield, Pennsylvania
J. S. J. 3-1960

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

Attorneys for Plaintiff.

IN THE
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. _____

P. S. B.

GENERAL ELECTRIC CREDIT CORPORATION | *Debt, \$ 3969.00*
Plaintiff |
versus |
DELOS E. HIBNER III and DOROTHY G. | *Penalty, \$*
HIBNER | *Interest, \$ 3969.00*
Defendants | *Attorney's Commission of 15% \$ 595.35*
Total, \$ 4564.35

COMPLAINT

Plaintiff, General Electric Credit Corporation, complains that defendants, on the 27th day of July, 1960, at Dubois, Pennsylvania, by a certain written instrument (copy of which is attached hereto marked Exhibit "A" and made part hereof), promised to pay the holder thereof the sum of \$ 3969.00 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 \$ 3969.00. Wherefore plaintiff is damaged in the sum of \$ 4564.35 and brings this suit.

*Leonard M. S. Morris
and
Bell, Scherlin & Morris
S. M. Scherlin
Attorneys for Plaintiff.*

CONFESION

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 \$ 4564.35 liquidated as follows:

Amount of Debt	\$ 3969.00
Penalty	\$
Interest from _____, 19_____.	\$
Attorney's Commission of 15%	\$ 595.35
Total	\$ 4564.35

Dated: November 3, 1960.

*Leonard M. S. Morris
and
Bell, Scherlin & Morris S. M. Scherlin
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 3rd

day of November A.D. 1960.

Emma Scherlin

My Commission Expires

EMMA SCHERLIN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
March 9, 1963

L. M. S. Morris

Leonard M. S. Morris

CLEARFIELD

400 N. 3rd St. DuBois Pa.

(Town)

Date July 27, 1960

No. 596747

(State)

(Year)

(Street Address of Maker)

(Total Balance to Be Paid)

951 Penn Ave

(Street Address)

Dec 22 1960

(City)

(State)

Pa.

(Month)

11

(Day)

61

(Year)

1960

Dollars (\$3969.00)

Dollars (\$66.15)

Dollars (\$

)

Cherty Nine Hundred & Sixty Nine Dollars (Dollars Name)

Payable at office of General Electric Credit Corporation

(Street Address)

160

(City)

Monaca

(State)

Pa.

in 60 monthly instalments of 50.00 (Month) 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, W.E. do hereby empower any Attorney of any Court of Record within the United States or elsewhere to appear for W.E. and with or without declaration filed, confess judgment against W.E. 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 or 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 presentation, demand, protest and notice of dishonor.

Given under my hand and seal this 27th day of July, 1960.

Cherty E. Nibber, III

(Maker sign here)

(Seal)

Witness

Or

hand and 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..... *Magaret Heating Co* (Seal)
(Dealer)

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