

DOCKET NO. 172

Number            Term            Year

454                September 1960

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General Electric Credit Corp.

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Versus

Delos E. Hibner III

Dorothy G. Hibner

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172 ✓ 454 September 60

General Electric Credit Corporation  
\$4564.35

595.35

✓ Delos E. Hibner III 23 August 15, 63

✓ Dorothy G. Hibner

15th August 63

*Satisfies on Docket by  
Mr. Hibner*

**FILED**  
AUG 15 1963  
CARL E. WALKER  
PROTHONOTARY

*C/R 1150 Pgy.*

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

951 Penn Avenue  
Pittsburgh, Pa.

Address of debtor(s) is:

400 N. Third Street  
Dubois, Pennsylvania

Leonard M. S. Morris  
Bell, Silberblatt & Swoope  
312 N. 3rd Street  
Attorneys for Creditor

No. 454 Sup Term, 1960

D. S. B.

GENERAL ELECTRIC  
CREDIT CORPORATION

versus

23 DELOS E. HIBNER III  
and DOROTHY G. HIBNER

Narr, Instrument and Affidavit,

Confession of Judgment,

Filed, R/S/L 5-70 19

FILED  
NOV 5 - 1960

B e M M. Silberblatt & Swoope  
Clearfield, Pennsylvania  
3-50 By Agent

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

Attorneys for Plaintiff.

IN THE  
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_

D. S. B.

GENERAL ELECTRIC CREDIT CORPORATION

Plaintiff

versus

DELOS E. HIBNER III and DOROTHY G.  
HIBNER

Defendants

Debt, \_\_\_\_\_ \$ 3969.00

Penalty, \_\_\_\_\_ \$

Interest, \_\_\_\_\_ \$ 3969.00

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 (~~extra 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, Silhabett & Surpke  
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 \$ 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, Silhabett & Surpke & J. L. Silhabett  
Attorneys for Defendant 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 Schwerin

My Commission Expires

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

Leonard M. S. Morris

Leonard M. S. Morris

EXHIBIT "A"

CLEAR FIELD

400 N. 300 ST DUBOIS PA No. 596747  
(Street Address of Maker) (Town) (State) Date JULY 27, 1960

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

Charity Mine Flushed & Leaky Mine (Payee's Name)  
Dollars (\$3969.00)

Payable at office of General Electric Credit Corporation 951 PENN AVE DEH 22 PA  
(Total Balance to Be Paid) (Street Address) (City) (State)

in 60 monthly installments of Fifty Six & 15/100 Dollars (\$66.15)  
(Number) (Month) (Day) (Year) (City) (State)

each, except the final installment which shall be Dollars (\$ )  
the first installment payable JAN 11 61 balance of installments payable on even date of each  
(Month) (Day) (Year)

succeeding month thereafter until this note is fully paid, with interest on each installment 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 condem-  
nation 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 installment 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 endorser of this note hereby severally waive presentment, demand, protest and notice of dishonor.

Witness Our hand and seal  
Robert E. Wilmer III (Mayor sign here) (Seal)  
Clinty D. Wilmer (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 Marbet Heating Co. (Seal)  
(Dealer)

By Raymond H. McFarlane  
(Officer, Firm Member or Owner)