

DOCKET NO. 173

Number	Term	Year
9	May	1961

General Electric Credit Corporation

Versus

Chester H. Heberling

Catharine E. Heberling

25029

102 1/2 So. Jared St. Du Bois Pa.

No. _____
Date February 7, 1961

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

MARBET HEATING & AIR CONDITIONING COMPANY

Thirty one hundred seventy four and 00/100 Dollars (\$ 3174.00)

Payable at MARBET HEATING & AIR CONDITIONING COMPANY - 951 Penn Avenue, Pittsburgh 22, Pa.

in 60 monthly instalments of Fifty two and 90/100 Dollars (\$ 52.90)

each, except the final instalment which shall be Same Dollars (\$ Same)

the first instalment payable July 1 1961 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

C. Battistone & Heberling (Seal)

Charles H. Heberling (Seal)

(Seal)

(Seal)

Witness my hand and seal.

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For value received the undersigned does hereby sell, assign and transfer to General Electric Credit Corporation its order, his, its or their right, title, or interest in and to the within note and authorizes said assignee 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 assignee which is made a part hereof by reference, and upon which assignee relies in making this purchase.

(Seal)

MARBET HEATING & AIR CONDITIONING COMPANY

By M. W. [Signature] POWER OF ATTORNEY

52058

IN THE
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 9 May 1961
D. S. B.

GENERAL ELECTRIC CREDIT CORPORATION

Plaintiff

versus

CATHARINE E. HEBERLING and CHESTER
H. HEBERLING

Defendants

Debt, \$ 3174.00

Penalty, \$

Interest, \$ 3174.00

Attorney's Commission of 15% \$ 476.10

Total, \$ 3650.10

COMPLAINT

Plaintiff, General Electric Credit Corporation, complains that defendants, on the 7th day of February, 1961, at DuBois, Pennsylvania, by a certain written instrument, (which is attached hereto, marked Exhibit "A" and made part hereof), promised to pay the holder thereof the sum of \$ 3174.00 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 \$ 3174.00. Wherefore plaintiff is damaged in the sum of \$ 3650.10 and brings this suit.

Leonard M. S. Morris
Ball, Schmitt & Purke
S. M. Schmitt
Attorneys for Plaintiffs

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 \$ 3650.10 liquidated as follows:

Amount of Debt	\$ 3174.00
Penalty	\$
Interest from _____, 19____	\$
Attorney's Commission of 15%	\$ 476.10
Total	\$ 3650.10

Dated: May 1, 1961.

Leonard M. S. Morris
Ball, Schmitt & Purke
S. M. Schmitt
Attorney 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 Defendant s are not in the Military Service of the United States.

Subscribed and sworn to before me, this 1st

day of May 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

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

951 Penn Avenue
Pittsburgh, Pa.

Address of debtor(s) is:

102 1/2 South Jared Street
DuBois, Pennsylvania

Leonard M. S. Morris
Bel. Pittsburgh Swoope
3 N. 2nd St. Allegheny

Attorney for Creditor

Narr, Instrument and Affidavit,
(Confession of Judgment) 571

FILED
19
MAY - 3 1961
WM. T. HAGERTY
PROTHONOTARY

BELLE, STEINBLATT & SWOOP
Clearfield Trust Company Bldg.
Clearfield, Pennsylvania

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

Attorneys for Plaintiff.

No. 9 May Term, 1961

B. S. B.
GENERAL ELECTRIC
CREDIT CORPORATION

versus
CATHARINE E. HEBERLING
CHESTER H. HEBERLING