

DOCKET NO. 173

NUMBER TERM YEAR

65 February 1961

Anderson Equipment Company

VERSUS

Cloverleaf Machine & Service Co., Inc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDERSON EQUIPMENT COMPANY) D.S.B. No. 65 Feb Term, 1961
) Statement and Confession.
vs.)
) Debt \$133,366.28
CLOVERLEAF MACHINE AND) Attorney's Com-
SERVICE CO., INC.) mission 6,668.31
) Total \$140,034.59

PLAINTIFF'S STATEMENT AND CONFESSION

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

The Anderson Equipment Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office in the Township of Collier, County of Allegheny and Commonwealth of Pennsylvania, the Plaintiff above named, claims of Cloverleaf Machine and Service Co., Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, having its principal place of business at P. O. Box 373, DuBois, Pennsylvania; the sum of One Hundred Forty Thousand Thirty-four and 59/100 (\$140,034.59) Dollars which is due and payable to the Plaintiff, upon a cause of action, whereof the following is a statement:

1. The Plaintiff's claim in this case is founded upon a certain Chattel Mortgage Security Agreement duly signed, sealed and delivered by the Defendant Corporation by its then officers, Robley D. E. Smith, President, and William U. Smith, Secretary, and a certain Judgment Note accompanying said Chattel Mortgage Security Agreement, said Judgment Note being duly signed, sealed and delivered by the Defendant Corporation by its said officers aforesaid.

2. The said Cloverleaf Machine and Service Co., Inc. did on the 11th day of October, 1958 at the principal place of business of the Plaintiff in the Township of Collier, County of Allegheny, Pennsylvania, by said certain Chattel Mortgage Security Agreement and said Judgment Note accompanying said Chattel Mortgage Security Agreement, each dated October 11, 1958, a true and correct copy of the originals of said instruments being attached hereto, marked Exhibits "A" and "B" and made a part hereof; promised to pay to the Plaintiff the sum of Two Hundred Twelve Thousand Seven Hundred Ninety (\$212,790.00) Dollars in fifty-four (54) successive monthly installments as follows: thirty-six (36) equal successive installments of Four Thousand Seven Hundred Ninety-five and 00/100 (\$4,795.00) Dollars each beginning on November 28, 1958 continuing to and including October 28, 1961; twelve (12) equal successive installments of Two Thousand Eight Hundred Seventy-five and 00/100 (\$2,875.00) Dollars beginning on the 28th day of November, 1961 and continuing to and including the payment due October 28, 1962, and six (6) equal installments of Nine Hundred Forty-five (\$945.00) Dollars a month beginning on the 28th day of November, 1962 to and including April 28, 1963.

3. The said Chattel Mortgage Security Agreement and Judgment Note accompanying said agreement provides in addition thereto that all other debts then owing by the said Cloverleaf Machine and Service Co., Inc. to the Anderson Equipment Company should become due and payable forthwith in the event of default of the terms of either of said instruments.

4. Said Chattel Mortgage Security Agreement and Judg-

ment Note accompanying said agreement provides that in case of default under the terms of either of said instruments, that all sums of money then owing become then due and payable together with a reasonable sum (15% if permitted by law) as Attorneys' fees.

5. The said Chattel Mortgage Security Agreement and the Judgment Promissory Note dated October 11, 1958 was assigned to CIT Corporation by the said Anderson Equipment Company, and on the 10th day of February, 1961 the said CIT Corporation did re-assign said Chattel Mortgage Security Agreement and Judgment Promissory Note to the Anderson Equipment Company.

6. Contrary to the terms and conditions as contained in the Chattel Mortgage Security Agreement and Judgment Note accompanying said agreement, the said Defendant Corporation has failed to make any payments for the months of September, October, November and December, 1960 and January, 1961 upon the due date of said respective payments, whereby the whole of said unpaid balance of One Hundred Twenty-six Thousand Eight Hundred Seventy and 83/100 (\$126,870.83) Dollars is now due and payable.

7. In addition thereto the said Cloverleaf Machine and Service Co., Inc. during the period of October 11, 1958 to September, 1960 has become indebted to Anderson Equipment Company in the amount of Six Thousand Four Hundred Ninety-five and 45/100 (\$6,495.45) Dollars for repair parts, labor and materials in repairs to the said 4500 Manitowac Dragline, Serial No. 4723, which is more particularly described in said Chattel Mortgage Security Agreement dated October 11, 1958; all of which said repairs were furnished to the Defendant Corporation at the

Defendant Corporation's specific request and the charges therefore are reasonable.

8. By reason of such defaults as herein stated by Cloverleaf Machine and Service Co., Inc, there is also now due and owing a reasonable Attorney's commission of five (5%) per cent.

9. The Defendant Corporation, although often requested to pay the aforesaid sums of money, refuses to pay the same, or any part thereof to the Plaintiff, but hitherto altogether refuses and still refuses to pay.

10. Therefore, the said Plaintiff is damaged to the value of One Hundred Forty Thousand Thirty-four and 59/100 (\$140,034.59) Dollars and brings this suit and suggests that judgment be entered against the said Defendant Corporation upon the said Chattel Mortgage Security Agreement and Judgment Note accompanying said agreement and that said judgment be assessed as follows:

| | |
|---|----------------------------|
| Amount of principal debt | \$126,870.83 |
| Repairs to 4500 Manitowac Dragline, Ser. No. 4723 | 6,495.45 |
| Attorney's Commission of Five (5%) Per Cent. | <u>6,668.31</u> |
| | <u><u>\$140,034.59</u></u> |

Dan F. Arnold

Tom F. Siebold

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

By virtue of the annexed Powers of Attorney the undersigned hereby appears for the aforesaid Defendant Corporation, Cloverleaf Machine and Service Co., Inc., and confesses judgment against the aforesaid Defendant Corporation, Cloverleaf Machine and Service Co., Inc, and in favor of the said Plaintiff for the sum of One Hundred Forty Thousand Thirty-four and 59/100 (\$140,034.59) Dollars, liquidated as follows:

| | |
|---|----------------------------|
| Amount of principal debt | \$126,870.83 |
| Repairs to 4500 Manitowac Dragline, Ser. No. 4723 | 6,495.45 |
| Attorney's Commission of Five (5%) Per Cent. | <u>6,668.31</u> |
| T O T A L | <u>\$140,034.59</u> |

And in accordance with the promises, terms, covenants and agreements of the aforesaid instruments, confesses judgment for the aforesaid sums, with costs of suit, 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 any property from levy and sale on any execution hereon, is also hereby expressly waived and no benefit of exemption is to be claimed under and by virtue of any exemption law now in force, or which may be hereafter passed.

Louis F. Tolson
Attorney for Defendant
Pro hac vice.

February 14, 1961

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF CLEARFIELD) SS:

Personally appeared before me, the undersigned authority, LOUIS F. SILHOL, who, being duly sworn according to law, saith that the original Chattel Mortgage Security Agreement and Judgment Note attached thereto, is the original of said instruments with warrant of attorney, upon which judgment is confessed herein, and the allegations of fact contained in the foregoing statement are true and correct to the best of his knowledge and belief.

Louis F. Silhol
Louis F. Silhol

Subscribed and sworn to

before me this 14/6

day of February, 1961.

Frank Langley

Notary Public
PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence address of
creditor is: P. O. Box 427, Bridgeville, Pennsylvania.

I hereby certify that the precise residence address of
debtor is: P. O. Box 373, DuBois, Pennsylvania.

 James F. Sibley

CHATTEL MORTGAGE SECURITY AGREEMENT

CLOVERLEAF MACHINE AND SERVICE CO., INC., a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at P. O. Box 151, DuBois, County of Clearfield and Commonwealth of Pennsylvania, hereinafter referred to as the Mortgagor to secure the payment of the indebtedness hereinafter set forth, hereby conveys, mortgages and grants a Security Interest to:

ANDERSON EQUIPMENT COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at P. O. Box 427, Bridgeville, County of Allegheny and Commonwealth of Pennsylvania, its successors and assigns, hereinafter referred to as the Mortgagee, in the following described collateral:

One (1) used Manitowoc Model 4500 Dragline, Serial #4723, with 120' boom, full revolving fairlead, engine water heater, 30' mast, air clutch, powered by Caterpillar Model D-397-D Diesel Engine, Serial #41B1438, mounted on 25'-9" crawlers with 60" tread pads, with Allmand 7½ K.W. main engine driven generator with lights installed, elevated hot water cab heater and air operated windshield wipers;

One (1) used Esco Model HDS, 6 cu. yd. all welded, tapered side, Dragline Bucket, Serial No. 30264, completely rigged, with 1-3/4" drag chains;

One (1) used Model 54B Bucyrus-Erie Dragline, Serial No. 18643, equipped with an 80' dragline boom, powered by a Buda Diesel Engine, Model 6DC-1742, Serial No. 30555, equipped with a Twin-Disc engine clutch, with V-4 Wisconsin air-cooled starting engine, manual controls with booster banks; equipped with a Kohler light plant and mounted on 20' crawlers with 36" tread pads;

together with any and all present and future attachments, accessories, replacements, parts, additions and equipment now or hereafter attached to or added to the said collateral, herein-after referred to collectively as "chattels".

TO HAVE AND TO HOLD said chattels unto the Mortgagee and the Mortgagee's sole use forever. Said Chattels shall, until

all of the indebtedness secured hereby is paid, be used for business purposes and will be kept at the Mortgagor's place of business located at Township of Sandy, County of Clearfield, Pennsylvania, or at locations to be reported to Mortgagee monthly and not be removed from any of said locations without Mortgagee's consent, and shall not become part of any freehold.

If the Mortgagor shall pay to Mortgagee the total sum of Two Hundred Twelve Thousand Seven Hundred Ninety and 00/100 (\$212,790.00) Dollars, in fifty-four (54) successive installments beginning on the 28th day of November 1958 and on the 28th day of each succeeding calendar month in the manner following: thirty-six (36) equal successive installments of Four Thousand Seven Hundred Ninety-five and 00/100 (\$4,795.00) Dollars each beginning on the 28th day of November 1958 and continuing to and including the payment due October 28, 1961; twelve (12) equal successive installments of Two Thousand Eight Hundred Seventy-five and 00/100 (\$2,875.00) Dollars, beginning on the 28th day of November 1961 and continuing to and including the payment due October 28, 1962; six (6) equal successive installments of Nine Hundred Forty-five and 00/100 (\$945.00) Dollars, beginning on the 28th day of November 1962 and continuing to and including the payment due April 28, 1963, for which amount the Mortgagor is indebted to the Mortgagee, with interest after maturity at the rate of six (6%) per cent per annum, at the office of C.I.T. Corporation, New York, Chicago or San Francisco, which amount Mortgagor promises to pay, as evidenced by Mortgagor's negotiable judgment promissory note of even date herewith and for which this Security Agreement is given to secure payment of said indebtedness, then this Mortgage shall be void, otherwise to remain in full force and effect.

This instrument is a purchase money mortgage to secure the unpaid purchase price of the chattels herein set forth.

Mortgagor covenants, for itself, its successors and assigns, with the Mortgagee as follows:

Mortgagor lawfully possesses and owns said chattels free from all claims and encumbrances and warrants and shall defend them against all claims and demands whatsoever, and will pay promptly when due all taxes, license fees and other public or private charges levied or assessed and satisfy all liens against said chattels, which shall at all times be at Mortgagor's risk. Mortgagor shall keep the chattels insured against fire for the full insurable value thereof, and against such other risks in such amounts as Mortgagee may specify, all such fire and other insurance to protect Mortgagee's interest with a standard Mortgagee or Long-Form Endorsement.

Time is the essence hereof. If Mortgagor breaches any of the terms hereof or of said note or of any other obligation to Mortgagee, or if Mortgagor becomes insolvent or ceases to do business as a going concern, or if the chattels or any of them be lost, secreted, misused or destroyed, or if a default is declared on any job contracted by Mortgagor, or if a surety takes over performance of such a job or extends financial assistance to the Mortgagor, or if a petition in bankruptcy or for arrangement or reorganization be filed by or against Mortgagor, or property of Mortgagor be attached or a receiver be appointed for Mortgagor, or whenever Mortgagee may deem the indebtedness or chattels insecure, the indebtedness herein described and all other debts then owing by Mortgagor to Mortgagee or assignee of Mortgagee shall, at the option of Mortgagee and without notice, become due and payable forthwith, and Mortgagor hereby authorized Mortgagee to enter with or without legal process any premises where the chattels may be and take possession thereof. Mortgagee may foreclose this mortgage in the manner provided by law. To the extent not forbidden by law, Mortgagee may sell the chattels at private or public sale, in bulk or in parcels, with or without notice, without having the chattels present at the place of sale, and Mortgagee

may bid and purchase. The proceeds of sale shall first be applied to the expense of settling all liens and claims against and all costs and charges and expenses incurred in taking, removing, holding, repairing and selling the chattels and a reasonable sum (15% if permitted by law) as attorneys' fees; then, to pay all sums remaining unpaid hereon; any surplus shall belong to Mortgagor, subject to being applied by Mortgagor to any other indebtedness of Mortgagor to the then holder of this mortgage, whether the named Mortgagor or assignee. Mortgagor agrees to pay any deficiency forthwith. All remedies herein are cumulative to, and any or all thereof may be exercised in lieu of or in addition to, any remedies at law, in equity, or under a statute.

In case of default in the payment of all or any part of the debt, or any advances, expenditures or liabilities secured hereby, or in the observance or performance of any of the conditions or agreements hereof, or in case any of the warranties of the Mortgagor herein contained shall prove to be false or misleading, or upon any assignment for benefit of creditors, or any filing of a proceeding in bankruptcy, reorganization or receivership by or against Mortgagor, Mortgagor may declare the unpaid balance hereof immediately due and payable without demand or notice, enter judgment against the Mortgagor and in said amount together with a reasonable sum (15% if permitted by law) as attorney's fees, and in addition exercise any or all of its rights under the Pennsylvania Uniform Commercial Code.

UNTIL ANY DEFAULT, Mortgagor shall remain in possession of the chattels, but Mortgagor shall not without the consent of Mortgagor misuse, fail to keep in good repair, sell, rent, lend, encumber, transfer, secrete or dispose of any of the chattels, nor permit any such act. Mortgagor shall do everything necessary or expedient to preserve or perfect the lien hereof. Waiver of any default shall not constitute a waiver of any other or subsequent default. Mortgagor hereby waives all exemptions. Mortgagor

may correct patent errors herein and fill in blanks. All notices from Mortgagor to Mortgagor shall be sufficiently given if mailed or delivered to Mortgagor at Mortgagor's address shown above. Mortgagor will settle all claims against the named Mortgagor directly with it alone and Mortgagor will not set up any defense or counterclaim against any assignee of the named Mortgagor.

NO ORAL AGREEMENT, warranty, representation or warranty shall be binding. No waiver nor change herein shall be binding on assignee of Mortgagor unless in writing signed by an officer of assignee. After any assignment hereof, all rights of Mortgagor hereunder may be exercised by assignee. Any part hereof contrary to the laws of any state where used shall be deemed ineffective herein, but shall not invalidate any other parts hereof. Mortgagor acknowledges receipt of a true copy and waives acceptance hereof. If Mortgagor is a corporation, this mortgage is executed pursuant to authority of its Board of Directors.

IN WITNESS WHEREOF, Mortgagor has caused this chattel mortgage to be executed and sealed on its behalf by persons thereunto duly authorized, on October 11, 1958.

ATTEST:

CLOVERLEAF MACHINES AND SERVICE CO., INC.

s/ William U. Smith
William U. Smith, Secretary

By s/ Robley D. E. Smith
Robley D. E. Smith, President

Accepted: ANDERSON EQUIPMENT COMPANY

By s/ J. H. Combs, Jr.
J. H. Combs, Jr.,
Assistant Treasurer.

NEGOTIABLE JUDGMENT PROMISSORY NOTE

\$212,790.00

DuBois, Pennsylvania
October 11, 1958.

FOR VALUE RECEIVED, after date, Cloverleaf Machine and Service Co., Inc. promises to pay Anderson Equipment Company, or order, Two Hundred Twelve Thousand Seven Hundred Ninety and no/100 (\$212,790.00) Dollars in fifty-four (54) successive monthly installments as follows: beginning on the 28th day of November 1958 and on the 28th day of each succeeding calendar month in the manner following: thirty-six (36) equal successive installments of Four Thousand Seven Hundred Ninety-five and 00/100 (\$4,795.00) Dollars each beginning on the 28th day of November 1958 and continuing to and including the payment due October 28, 1961; twelve (12) equal successive installments of Two Thousand Eight Hundred Seventy-five and no/100 (\$2,875.00) Dollars beginning on the 28th day of November 1961 and continuing to and including the payment due October 28, 1962; six (6) equal successive installments of Nine Hundred Forty-five and no/100 (\$945.00) Dollars beginning on the 28th day of November 1962 and continuing to and including the payment due April 28, 1963, with interest after maturity at the highest lawful rate. In the event of the non-payment of any installment at its maturity, or the occurrence of any event constituting a default contained in the security agreement securing this Note which constitutes a default hereunder, and the full outstanding balance or remaining installments at the option of the holder, shall become accelerated and immediately due and payable. The maker does hereby empower any attorney of any court of record within the United States or elsewhere, to appear for the maker and, with or without declaration filed, confess Judgment in favor of the above payee, or any holder thereof, against the maker as of any term, for the above face or total amount of Note, as a penalty conditioned for the payment of the real debt and any accruals provided therein,

with costs of suit and a reasonable attorney's fee (15% if permitted by law) for collection, with release of all errors and without stay of execution, and inquisition and extension upon any levy upon real estate is hereby expressly waived and condemnation agreed to, and the exemption of all property from levy and sale upon any execution hereon is also hereby expressly waived, and no benefit or exemption is to be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

This Note is secured by security agreement of even date herewith, which is delivered herewith as collateral security for the payment of this and any other liability of the maker, to the holder hereof, whether absolute or contingent, now existing, or which may heretofore, herewith or hereafter be contracted or incurred. The maker waives presentment for payment, demand, protest, notice of protest, and dishonor and non-payment of this Note.

Negotiable and payable at
the office of C.I.T. Corporation,
390 Fourth Avenue,
New York 16, New York.

CLOVERLEAF MACHINE AND SERVICE
CO., INC.

ATTEST:

By s/ Robley D. E. Smith
Robley D. E. Smith, President

s/ William U. Smith
William U. Smith, Secretary

ENDORSEMENT

The undersigned hereby waives presentment and demand for payment, protest and notice of non-payment and protest and consents that the holder hereof may, without notice to and without releasing the liability of the undersigned hereunder as unconditional endorser, comprise or release any rights against, and grant extensions of time to the maker.

ANDERSON EQUIPMENT COMPANY

By s/ J. H. Combs
J. H. Combs, Jr., Assistant
Treasurer.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDERSON EQUIPMENT COMPANY)
vs.) Ex. No. 3 Feb Term, 1961
CLOVERLEAF MACHINE AND) Sur.
SERVICE CO., INC.) D. S. B. 65 Feb Term, 1961

PRAECIPE FOR WRIT OF EXECUTION

TO: Prothonotary of Clearfield County, Pa:

Sir: Please issue Writ of Execution in the above
entitled matter:

- (1) directed to the Sheriff of Clearfield County;
- (2) against Cloverleaf Machine and Service Co., Inc.,

Amount of principal debt \$126,870.83

Repairs to 4500 Manitowac Dragline, Ser. No. 4723 6,495.45

Attorney's Commission of
Five (5%) Per Cent. 6,668.31

\$140,034.59

Dan F. Arnold.

Louis E. Sibol

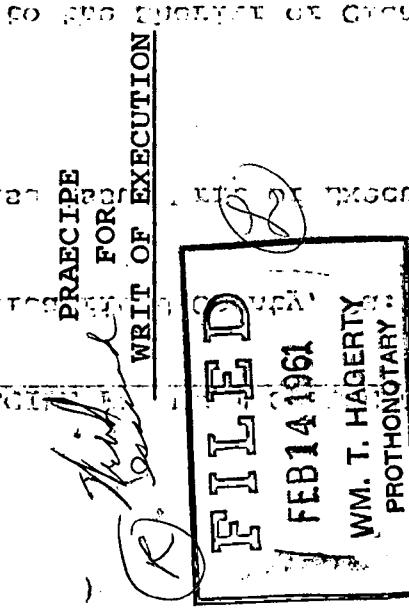
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
PENNSYLVANIA.

Ex. No. 23. Term, 1961
Sur. D.S.B. Term, 1961

vs. CLOVERLEAF MACHINE AND
SERVICE CO., INC.

ANDERSON EQUIPMENT COMPANY
vs. CLOVERLEAF MACHINE AND
SERVICE CO., INC.



DANIEL P. ARNOLD
Attorney at Law
Chaplin & Arnold
Clearfield, Pa.

LOUIS F. SILHOL
Attorney at Law
707 Grant Building
Pittsburgh, Pa.

THE ATTACHED COPY OF COMPLAINT, PETITION, OR CERTIFICATE OF COMPLAINT, BEING SWORN TO

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA.

D.S.B. No. 65 Feb Term, 1961

ANDERSON EQUIPMENT COMPANY

vs.

CLOVERLEAF MACHINE AND
SERVICE CO., INC.

PLAINTIFF'S
STATEMENT AND CONFESSION

R. H.

*278 10. 15. 61. 1st
M. J. S. H. 1961
M. J. S. H. 1961*

DANIEL P. ARNOLD
Attorney at Law
Chaplin & Arnold
Clearfield, Pa.

LOUIS F. SILHOL
ATTORNEY AT LAW
707 GRANT BUILDING
PITTSBURGH 19, PA.

ATLANTIC 1-3020

PERSONAL PROPERTY SALE

SCHEDULE OF DISTRIBUTION

NOW, March 7, 1961

, by virtue of the writ hereunto attached, after

after having given due and legal notice of the time and place of sale, by hand bills posted on the premises, setting forth the time and place of sale, I sold on the 2nd day of March 1961, the defendant's personal property for \$147,026.95, and made the following appropriations:

Anderson Equipment Company by Attorney Louis F.

Sirhol, 707 Grant Building, Pittsburgh, Pa.

Amount of Execution Debt shown on Ex No. 3

February Term, 1961 \$126,870.83

| | |
|--------------------------------|----------------------|
| <u>Receipt (Amount Credit)</u> | <u>\$ 140,034.59</u> |
|--------------------------------|----------------------|

| | |
|--|-----------------|
| <u>Harold J. Boulton, Agent for the Owners</u> | <u>2,811.04</u> |
|--|-----------------|

| | |
|-------------------------------|-----------------|
| <u>Green Glen Corporation</u> | <u>3,396.58</u> |
|-------------------------------|-----------------|

| | |
|-----------------------|---------------|
| <u>Sheriffs Costs</u> | <u>784.74</u> |
|-----------------------|---------------|

| | |
|--------------|----------------------|
| <u>Total</u> | <u>\$ 147,026.95</u> |
|--------------|----------------------|

NOW, March 24, 1961 no exceptions having been filed, I return this
writ as per appropriations.

Charles G. Ammerman
CHARLES G. AMMERMAN

Sheriff

Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

CHARLES G. AMMERMAN

Sheriff

LOUIS F. SILHOL
ATTORNEY AT LAW
707 GRANT BUILDING
PITTSBURGH 19, PA.
ATLANTIC I-3020

March 23, 1961

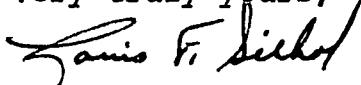
Charles G. Ammerman,
Sheriff, Clearfield County
Clearfield County Court House
Clearfield, Pennsylvania

Dear Sir:

Enclosed please find receipt on behalf of Anderson Equipment Company pertaining to Execution No. 3 February Term 1961 as per the Schedule of Distribution filed.

At the time of institution of this proceeding, I deposited the sum of \$20.00 as advanced costs in the matter. Being that full costs and poundage were paid at the sale, I believe that a refund of the deposit is now in order.

Very truly yours,



LFS/rt

Enclosure

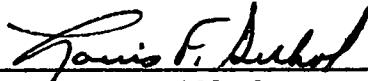
cc: Dan Arnold, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDERSON EQUIPMENT COMPANY)
)
)
 vs.) Ex. No. 3, February Term 1961
)
)
CLOVERLEAF MACHINE AND)
SERVICE CO., INC.)

To: Charles G. Ammerman,
Sheriff of Clearfield County, Pa.

On behalf of Anderson Equipment Company, Plaintiff in
the above execution proceeding, I hereby acknowledge to have
received credit from your office the sum of \$140,034.59 for
said Anderson Equipment Company according to the Schedule of
Distribution filed in the above entitled matter.



Louis F. Silhol,
Attorney for Anderson Equipment
Company.

BILL OF SALE

NOW, March 24, 1961, by virtue of a Writ of Execution No. 3 February Term, 1961 (Judgment No. 65 February Term, 1961) issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, on the 2nd day of March 1961 and after giving due and legal notice of the time and place of the Public Sale, I sold as the property of Cloverleaf Machine and Service Co., Inc. of DuBois, Pennsylvania for the sum of \$147,026.95, to Anderson Equipment Company, Pittsburgh, Pennsylvania, the following described property, subject to any encumbrance:

1 - used Maitowoc Model 4500 dragline, Serial #4723, with 120' boom, full revolving fairlead, engine water heater, 30' mast, air clutch, powered by Caterpillar Model D-397-D Diesel Engine, Serial #41B1438, mounted on 25'-9" crawlers with 60" tread pads, with Allmand 7 $\frac{1}{2}$ K. W. main engine driven generator with lights installed, elevated hot water cab heater and air operated windshield wipers.

1 - used Esco Model HDS, 6 cu. yd. all welded tapered side, Dragline Bucket, Serial No. 30264, completely rigged, with 1-3/4" drag chains.

CHARLES G. AMMERMAN
Sheriff

Harold J. Boulton, Agent for
 the Owners
 vs.
 Cloverleaf Machine &
 Service Company, Inc.

By virtue of a Landlord's Warrant to
 me directed and dated 1st
 day of March 1961, for the
 sum of \$2,811.04 ¹⁰⁰ Dollars, I do
 hereby levy on the following goods, being
 on the premises therein described.
 Debt, - - - - \$ 2,811.04

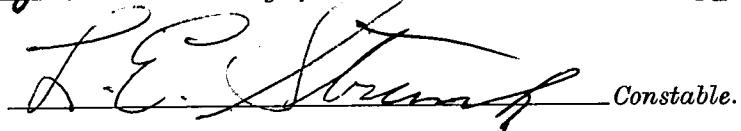
To wit:

1 Manitowoc 4500 Power Shovel, Serial No. 4723,
 equipped with 120' boom
 Full Revolving Fairlead
 Engine Water Heater
 30' Mast
 Air Clutch
 Caterpillar, Model D-397-D, Serial No. 41B1438
 25' 9" Crawlers
 60" Tread
 7 1/2 KW Generator
 Cab Heater and Wipers
 1 Esco, Model HDS 6 Cubic Yard Welded and Tapered
 Dragline Bucket, Serial No. 30264
 Completely rigged 1 3/4" Drag Chain

To Cloverleaf Machine & Service Company, Inc.

Take notice, that by authority and on behalf of your Landlord Harold J. Boulton,
 Agent for the Owners I have this day distrained the several
 goods and chattels specified in the above schedule, on the premises situate in Sandy
Township, Clearfield County, Pennsylvania, being Warrant No. 4229
 and Warrant No. 4226
 for the sum of \$2,811.04 ¹⁰⁰ Dollars, rent due to him
 the said Harold J. Boulton, Agent for the Owners as aforesaid, and if you do
 not pay the said rent so due and in arrear as aforesaid, or replevy the same goods and chattels
 according to law, within five days hereafter, I shall after the expiration of the said five days
 from the date hereof cause the said goods and chattels to be appraised and sold according to
 the Act of Assembly in such case made and provided.

Given under my hand the 1st day of March 1961


 T.E. Stearns
 Constable.

SCHEDULE
AND

Notice of Distraint

of goods and chattels on the premises

situate in Sandy Township,

Clearfield County, Pennsylvania

Warrants Nos. 4229 and 4226

*Distrained by virtue of Landlord's
warrant for Rent due to*

Harold J. Boulton, Agent for
the Owners

Amount Rent, - - \$2,811.04

Amount Costs, - - \$_____

Amount Due, - - \$_____

No. 817-Kurtz Bros., Stationers and Printers, Clearfield, Pa.

Green Glen Corporation

vs.
Cloverleaf Machine & Service
Company, Inc.

By virtue of a Landlord's Warrant to
me directed and dated 1st
day of March 1961, for the
sum of \$3,396.58 ¹⁰⁰ Dollars, I do
hereby levy on the following goods, being
on the premises therein described.
Debt, \$3,396.58

To wit:

1 Manitowoc 4500 Power Shovel, Serial No. 4723,
equipped with 120' boom
Full Revolving Fairlead
Engine Water Heater
30' Mast
Air Clutch
Caterpillar, Model D-397-D, Serial No. 41B1438
25' 9" Crawlers
60" Tread
7 1/2 KW Generator
Cab Heater and Wipers
1 Esco, Model HDS 6 Cubic Yard Welded and Tapered
Dragline Bucket, Serial No. 30264
Completely rigged 1 3/4" Green Glen Corporation

By

Received today
from Harold Boulton Atty
March 2-61.

Cloverleaf Machine & Service Company, Inc.

Take notice, that by authority and on behalf of your Landlord Green Glen Corporation

I have this day distrained the several
goods and chattels specified in the above schedule, on the premises situate in Sandy Township,
Clearfield County, Pennsylvania, being Warrant No. 4229 and Warrant
No. 4226

for the sum of \$3,396.58 ¹⁰⁰ Dollars, rent due to him

the said Green Glen Corporation as aforesaid, and if you do
not pay the said rent so due and in arrear as aforesaid, or replevy the same goods and chattels
according to law, within five days hereafter, I shall after the expiration of the said five days
from the date hereof cause the said goods and chattels to be appraised and sold according to
the Act of Assembly in such case made and provided.

Given under my hand the 2nd day of March 1961


L. E. Strunk
Constable.

SCHEDULE
AND

Notice of Distraint

of goods and chattels on the premises

situate in Sandy Township

Clearfield County, Pennsylvania

Warrants Nos. 4229 and 4226

*Distrained by virtue of Landlord's
warrant for Rent due to*

Green Glen Corporation

Amount Rent, - - - \$ 3,396.58

Amount Costs, - - - \$ =

Amount Due, - - - \$ =

LOUIS F. SILHOL
ATTORNEY AT LAW
707 GRANT BUILDING
PITTSBURGH 19, PA.
ATLANTIC 1-3020

February 23, 1961

William D. Burt
Chief Deputy Sheriff
Clearfield County Courthouse
Clearfield, Pennsylvania

Dear Mr. Burt:

I have been in contact with Dave Blakely, Mr. Maine and my clients pertaining to the Sheriff Sale of property of Cloverleaf Machine and Service Co., Inc., to be held Friday, February 24, 1961 at Ex. No. 3 February Term 1961.

By agreement of all the parties, would you please postpone the said sale until Thursday, March 2, 1961 at or about 10:00 A.M. EST.

Very truly yours,



LFS/rt

cc: Dan Arnold, Esq.
Dave Blakely, Esq.

ATLAS EQUIPMENT CORPORATION

Construction and Industrial Equipment

635 RIDGE AVENUE
PITTSBURGH 12, PA.

ALLEGHENY 1-6000

February 21, 1961

Sheriff of Clearfield County
Court House
Clearfield, Pennsylvania

Dear Sir:

We are informed that under a Writ of Execution against Cloverleaf Machine & Service Company, Inc. of Dubois, Pennsylvania you have made a levy on certain machinery located at Dubois.

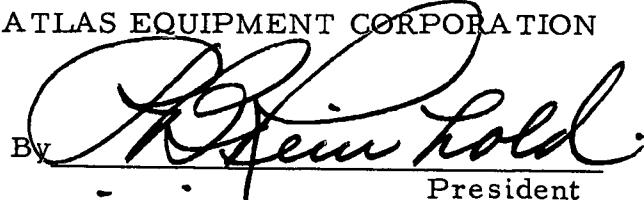
We hereby notify you that the following equipment, viz.,

1 - International Model TD-24 (241 Series) Gear Drive Diesel Tractor, Serial #9411, Kind 480, Code 15, 80" Tread with regular accessories, equipped with Model 24D-2 Hydraulic Dozer, Serial #1459, Ateco Model HR-24 Rock Ripper, Serial #GS7626, with (2) two shank group and Allied Wooden Cab with Curtains,

is held under a Security Agreement of record in Clearfield County given by Cloverleaf Machine & Service Company, Inc. to Atlas Equipment Corporation, 635 Ridge Avenue, Pittsburgh 12, Pennsylvania, and that there is an unpaid balance of indebtedness due to Atlas Equipment Corporation under the Security Agreement.

Very truly yours,

ATLAS EQUIPMENT CORPORATION


By R. Stein Hold
President

Sheriff's Sale

SALE CONTINUED TO

By virtue of A WRIT OF EXECUTION THURS. MAR 2 1961 10:00 AM

issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me directed, there will be exposed to Public Sale, at the OR NEAR STRIPPING OPERATION
(SANDY TWP.) VICINITY OF MOUNTAIN RUN, PA.
located in the on FRIDAY the 24th day of FEBRUARY
A.D. 19 61, at 2:00 o'clock, P . M. EST the
following property:

- (1) - used Manitowoc Model 4500 dragline, Serial #4723, with 120' boom, full revolving fairlead, engine water heater, 30' mast, air clutch, powered by Caterpillar Model D-397-D Diesel Engine, Serial #41B1438, mounted on 25'-9" crawlers with 60" tread pads, with Allmand 7½ K.W. main engine driven generator with lights installed, elevated hot water cab heater and air operated windshield wipers.
- (1) - used Esco Model HDS, 6 cu. yd. all welded tapered side, Dragline Bucket, Serial No. 30264, completely rigged, with 1-3/4" drag chains.

~~1 - used Model 1064 Dragline, Serial No. 1064, equipped with an 801 diesel engine, powered by a Buda Diesel Unit, Model 1400, Serial No. 1055, equipped with a Wisconsin engine clutch, with Wisconsin cooled starting motor, manual gear box, with booster bands; equipped with 25'-9" crawlers with 36" tread pads.~~

Seized, taken in execution and to be sold as the property of

CLOVERLEAF Machine and Service Co., Inc.

CHARLES G. AMMERMAN

, Sheriff

Sheriff's Office, Clearfield, Pa., February 14, 1961

NOTICE: All claims to the property must be filed with the sheriff before sale and all claims to the proceeds before distribution; a sheriff's schedule of distribution will be on file in his office, five (5) days after sale; and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Sheriff's Sale

By virtue of A WRIT OF EXECUTION

issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me directed, there will be exposed to Public Sale, at the ~~OR NEAR STRIPPING OPERATION~~

located in the vicinny of Mountain Run, Sanday Twp., Pa.

on FRIDAY the 24th day of FEBRUARY

A.D. 19 61 , at 2:00 o'clock, P.M. EST. the

following property:

(1) - used Manitowoc Model 4500 dragline, Serial #1723, with 120' boom, full revolving fairlead, engine water heater, 30' mast, air clutch, powered by Caterpillar Model D-397-D Diesel Engine, Serial #11B1438, mounted on 25'-9" crawlers with 60" tread pads, with Allmand 7½ P.W. main engine driven generator with lights installed, elevated hot water cab heater and air operated windshield wipers.

(1) - used Fesco Model HDS, 6 cu. yd. all welded tapered side, Dragline Bucket, Serial No. 30264, completely rigged, with 1-3/4" drag chains.

(1) - used Model 54B Bucyrus-Erie Dragline, Serial No. 18043, equipped with an 80' dragline boom, powered by a Buda Diesel Engine Model 6Dc-1742, Serial No. 30555, equipped with a Twin Disc engine clutch, with V-4 Wisconsin air cooled starting engine, manual controls with booster bands; equipped with a Koller light plant and mounted on 20' crawler with 36" tread pads.

Seized, taken in execution and to be sold as the property of

CLOVERLEAF Machine and Service Co., Inc.

CHARLES G. AMMERMAN

, Sheriff

Sheriff's Office, Clearfield, Pa., February 14, 1961

NOTICE: All claims to the property must be filed with the sheriff before sale and all claims to the proceeds before distribution; a sheriff's schedule of distribution will be on file in his office, five (5) days after sale; and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

as described on the sales cards.

Seized, taken in execution, and to be sold as the property of

Cloverleaf Machine and Service

Charles D. Zimmerman
Sheriff

FEB 14 1961

19

Sheriff's Office, Clearfield, Pa.

Writ of Execution - Money Judgments.

Anderson Equipment Company

vs.

Cloverleaf Machine and Service Co. Inc.

NO. 3 February

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Cloverleaf Machine and Service Co., Inc., defendant(s):

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein:

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of _____, as garnishee.

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

| | | |
|---------------|--|---------------|
| Amount due | Repairs to 4500 Manitowac Dragline, Ser. | \$ 126,870.83 |
| Interest from | No. 4723 | \$ 6,495.45 |

Costs (to be added) £ / , / £ \$ -----

Attorneys Commission 5%

\$ 6 668 37

\$ 6 668 37

SEAL

Date February 14, 1961

Deputy

Proth'y. No. 64

| | | |
|--------|----------|-------------|
| No. 65 | February | Term, 19 61 |
| No. 3 | February | Term, 19 61 |

IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

RECEIVED WRIT THIS 14th day
of FEB. A. D., 1961,
at 11:00 A. M. EST
John D. Palmer
Sheriff

2

Cloverleaf Machine and
Service Co., Inc.

WRIT OF EXECUTION
(Money Judgments)

| EXECUTION DEBT | | | \$126,870.83 |
|-----------------------|-----|----|--------------|
| Interest from REPAIRS | - | - | 6,495.45 |
| Prothonotary | - | - | |
| Use Attorney | - | - | |
| | 12. | 50 | |

Use Plaintiff
Use Attorney

Attorney's Comm. 5%.

Satisfaction

Sheriff - - -

20. ~~REDUCE~~ ~~PA. 2~~

WRIT OF EXECUTION

Anderson Equipment Company

Louis F. Silhol & Dan P. Arnold
Attorney(s) for Plaintiff(s)

Louis F. Silhol & Dan P. Arnold
Attorney for Plaintiff(s)