

DOCKET NO. 173

Number      Term      Year

67      February      1961

Rich & Kory Construction Co.

Versus

Stanley Kalinowski

Wanda P. Kalinowski

**RICH & KORY  
CONSTRUCTION CO.**  
1807 State St.  
ERIE, PA.

**REYNOLDS Aluminum**  
SIDING and ROOFING  
(FOR THE LIFE OF YOUR HOME)  
Phone GL 6-5318

PIONEERS  
IN HOME  
IMPROVEMENTS

### AGREEMENT

This agreement made and entered into between Stanley Kalinowski hereinafter called OWNER and RICH & KORY CONSTRUCTION COMPANY.

The dealer agrees to furnish Workmen's Compensation Insurance, Public Liability, Property Damage Insurance, all labor and material necessary to perform the work hereinafter set forth on the premises of the OWNER located at 673 W. Long Street of the City of Elkton County of Elk and State of Penn.

#### SPECIFICATIONS

We are to complete outer walls with white aluminum siding. We are to install hardboard under siding. We are to use plum nails & matching aluminum corners. Agree to hold windows & doors where needed. We are to caulk & seal all openings.

We are to install 3 - 3 1/4 ft x 6 ft windows - 3 - 6 x 4 picture windows (3 1/4 ft) and 1 M 2 4 ft. ft x 6 ft windows. We are to finish inside of windows, but no painting.

Home owner to have to 12/10/60 for change in contract.

In consideration of the labor and materials and repairs, if any, furnished by said dealer, the OWNER agrees to pay to the said dealer or his assigns, the sum of \$2700 payable as follows: \_\_\_\_\_ cash and balance of \$2700 payable in 60 equal monthly installments of \$55.95 each, including interest.

#### THIS CONTRACT SUBJECT TO CREDIT APPROVAL.

This contract shall not be binding upon the Contractor until accepted by the Contractor. Moreover, no addition, alteration or cancellation of this contract shall be binding on the Contractor unless the same be in writing and accepted by the Contractor in like manner. Upon such acceptance by the Contractor, this contract shall be binding upon the parties hereto without further notification to the Owner.

The Contractor shall furnish the materials for the work and complete the work herein specified to be done in a substantial and workmanlike manner. On all Merchandise and Labor not paid for in thirty days there will be a carrying charge which will be added to Cash price.

It is further agreed and understood that in event the Contractor, or his assigns, shall accept a note or notes, or other security as evidence of said indebtedness, that such acceptance in no manner shall deprive the contractor, or his assigns, of the right to claim a Mechanic's Lien on account of work done or material furnished hereunder.

It is further agreed that Contractor shall have the right at any time to sell, transfer or assign this Contract and the moneys to be paid under the contract, for value, and in the event of such assignment, the owner hereby agrees that he has no defense in whole or in part to the payment of the sum agreed by him to be paid, as evidenced by the note signed herewith.

It is further agreed in the event that the parties hereto do not fill in the terms for payment of the price agreed upon in the within contract at the time of the making hereof, then the owner or owners do agree and empower the contractor to fill in the blanks as to the terms of payment to conform with any loans arranged at a bank, or to conform with the usual and typical arrangements for the payment of materials and services sold on the installment basis, including the payment of interest in each installment.

It is further agreed when any installment is not paid when due, the entire balance of said contract shall become immediately due and payable.

And the owner or owners, for the purpose of assuring collection of the within contract and securing the same by a lien on real property, do hereby empower the Prothonotary or any attorney of any Court of record within the State of Pennsylvania or any other state or territory of the United States to appear for the owner or owners, and with or without declaration filed, confess judgment against the owner or owners or any of them in any Court of record in the State of Pennsylvania or in any other State or territory of the United States, and in favor of the contractor or its assignee, at any time, and as of any term, for the whole amount due or to become due under this contract, whether or not the payments provided herein are due or in default, with costs of suit and attorney's commission of 15% for collection; with release of all errors and without stay of execution or inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to, and the sale of any real estate on F. Fa. is agreed to, and the exemption of all property from levy or sale or any execution hereon is 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 hereafter be passed by any State or Nation. The signer of this contract, when more than one, shall be jointly and severally liable hereunder.

The Owner hereby certifies that he has read this agreement, that the terms and conditions and the meaning thereof have been explained to him and that he fully understands them; that there is no understanding between the parties hereto verbal or otherwise than that contained in this agreement, and that no statements, promises, commitments or representations not contained in this agreement have been made by the Company, or any of its agents to induce him to execute this Agreement, and agrees that the said Company is not responsible nor bound by any misrepresentation or commitments not contained in this agreement, made by any of its agents, unless the same be reduced to writing and signed by the Company. The Company is not responsible for any damages due to inclement weather.

And it is further agreed that if the OWNER cancels this Contract at any time before commencement of the work, then the liquidated damages arising from costs and expenses necessarily incident to the business of the dealer in connection with this Contract amount to 30% of Contract, which said sum the OWNER undertakes and agrees to pay forthwith.

IN WITNESS WHEREOF, the owner hereto signed his or their names this 23 day of November, 1960

Marvin Red  
Authorized Dealer  
RICH AND KORY CONSTRUCTION CO.

Stanley Kalinowski  
OWNER  
Walter P. Kalinowski  
OWNER

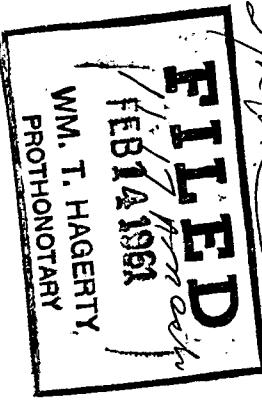
Feb 1961  
67

I hereby certify the precise residence  
address of the within judgment creditors

and 672 N. 12th Street  
the defendant

Plaintiff

S/RL/ 279



**SIGN THIS BLANK FOR SATISFACTION**

Received on April 21<sup>th</sup>, 1961, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

*Michael Rich - a.m.*  
*Rich & Krey Compt. Co.*  
Plaintiff

.....  
Witness

**SIGN THIS BLANK FOR ASSIGNMENT**

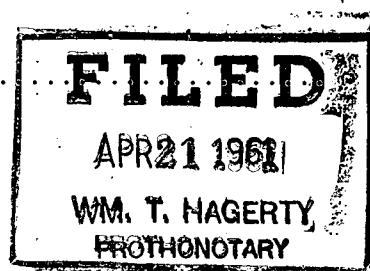
Now, ...., 19...., for value received ...., hereby assign, transfer and set over to ....

Address Assignee

..... of .....

above Judgment, Debt, Interest and Costs without recourse.

.....  
Witness



# STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Rich & Kory Construction Co.	No. 67	TERM February 19 61.
1807 State St., Erie, Pa.	Penal Debt	\$ .....
	Real Debt	\$ 2700.00
	Atty's Com. 15%	\$ .....
	Int. from February 14, 1961	
VERSUS	Entry & Tax	By Plff. \$ 3.50
Stanley Kalinowski	Att'y Docket	\$ .....
Wenda P. Kalinowski	Satisfaction Fee	1.00
	Assignment Fee	1.00
	Instrument	D. S. B. ....
	Date of Same	November 23 19 60
	Date Due	In Installments 19 .....
	Expires	February 14 19 66
Entered of Record	14th day of February	19 61 11:17 AM EST
Certified from Record	14th day of February	19 61

*John T. May, Jr.*  
Prothonotary