

DOCKET NO. 175

NUMBER TERM YEAR

77 November 1961

B-W Acceptance Corporation

VERSUS

James C. Rearick & Dorothy Rearick

Individually and t/a J. C. Rearick

Home Appliances

In the Court of Common Pleas of Clearfield County, Pa.

B-W Acceptance Corop.

No 77 November Term 1961

vs

James C. Rearick and  
Dorothy Rearick Ind and  
trading as J.C. Rearick  
Home App.

Complaint In Assumpsit

\*\*\*\*\*  
(Sheriffs Return)

Now, November 14, 1961 at 1:20 O'Clock P.M. served the within  
Complaint In Assumpsit on James C. Rearick at place of Business  
South Brady Street, Du Bois, Pa. by handing to him personally  
a true and attested copy of the original Complaint In Assumpsit  
and made known to him the contents thereof.

Now, November 15, 1961 at 8:00 O'Clock A.M. served the within  
Complaint In Assumpsit on Dorothy Rearick at place of Residence  
311 Spring Ave, Du Bois, Pa. by handing to James C. Rearick an  
adult member of the family being the Husband of Dorothy Rearick  
a true and attested copy of the original Complaint In Assumpsit  
and made known to him the contents thereof.

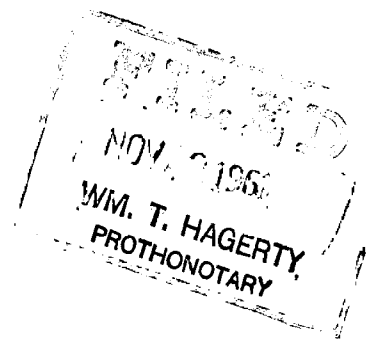
Costs Sheriff Ammerman \$14.60  
(Paid by G.C.C.)

So Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 15th  
day of November 1961 A.D.

*Wm T. Hagerty*  
Prothonotary.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

B-W ACCEPTANCE CORPORATION, :  
Plaintiff :

VS. :

NO. 77 NOVEMBER TERM, 1961

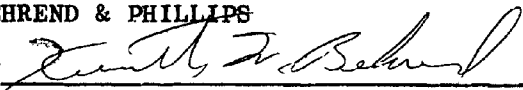
JAMES C. REARICK :  
DOROTHY REARICK, individually :  
and trading as J. C. REARICK :  
HOME APPLIANCES, :  
Defendants :

TO: CARL E. WALKER, PROTHONOTARY OF CLEARFIELD COUNTY, PENNSYLVANIA

Mark the above case settled and discontinued upon payment  
of costs.

BEHREND & PHILLIPS

By



GLEASON, CHERRY & CHERRY

By

  
Attorneys for Plaintiff

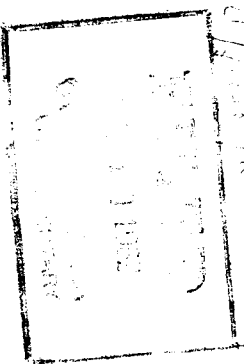
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
NO. 77 NOVEMBER TERM, 1961

B-W ACCEPTANCE CORPORATION,  
Plaintiff

VS.

JAMES C. REARICK  
DOROTHY REARICK, individually  
and trading as J. C. REARICK  
HOME APPLIANCES,  
Defendants

PRAECIPE FOR DISCONTINUANCE



LAW OFFICES  
GLEASON, CHERRY & CHERRY  
710 DAMUS BUILDING  
DU BOIS, PENNSYLVANIA

109 N. BRADY STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

B-W ACCEPTANCE CORPORATION,  
Plaintiff

vs.

JAMES C. REARICK & DOROTHY  
REARICK, individually and  
trading as J. C. REARICK  
HOME APPLIANCE,  
Defendants

No. 77 Nov 1961  
In assumpsit

COMPLAINT IN ASSUMPSIT

1. Plaintiff is a corporation and Defendants are individuals trading and doing business as J. C. REARICK HOME APPLIANCES at 1335 Brady Street, DuBois, Pennsylvania.

2. On or about October 14, 1960, November 2, 1960, December 15, 1960, November 28, 1960, November 2, 1960, November 2, 1960, October 8, 1960, October 18, 1960, October 26, 1960 and September 29, 1960, the Defendants by written contracts, true and correct copies of which are attached hereto and marked Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" respectively, agreed to hold in trust and store for the benefit of the Plaintiff the goods, wares, and merchandise, having a fair and reasonable value of \$464.00, \$209.00, \$490.00, \$157.00, \$198.00, \$198.00, \$255.00, \$232.00, \$176.00 and \$1,126.00, set forth on said Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" as if herein set forth at length.

3. By the terms of said contracts, hereafter called trust receipts, the Defendants were to return said goods, wares and merchandise upon demand of the Plaintiff and not to sell same without prior payment of the value set forth in said trust receipts to the Plaintiff.

4. In breach of said trust receipts, the Defendants have refused to return to the Plaintiff said goods, wares and merchandise upon demand and have refused to make payments to Plaintiff for the value thereof.

WHEREFORE, the Plaintiff demands judgment against the Defendants in the amount of \$3,505.00 together with interest thereon from December 15, 1960.

*Gilbertson Cheng & Cheng*  
*Attorneys for Plaintiff*

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BEHREND and PHILLIPS  
Attorneys for Plaintiff

# B-WAC WHOLESALE FLOOR PLAN

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to loss, theft, destruction, purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us) in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 14th day of October 1960 at (City) Johnstown (State) Pennsylvania

(Dealer  
or Distributor)  
By \_\_\_\_\_

(Partner, or Official Title, if Company)

	(1) MAKE OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATE
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	F-3350-R	1711868	248.00	223.20						
2	F-2710-R	1135160	216.00	194.40						
3	Zenith			417.60						
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INVOICE	DOWN PAYM'T.	RELEASE	TOTALS
164.00	---	164.00	
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2%		11.60	E. B-WAC APPROVAL NO. 1177
B. DUE SHIPPER FROM B-WAC		152.40	F. INVOICE NO. (S) 86065
C. DATE OF NOTE October 11, 1960		CHECK NO. 10518	DATE 10/18/60
D. DATE OF SHIPMENT October 12, 1960		CHECK NO.	DATE
E. DEALER NAME AND ADDRESS J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA		PAID TO CAMBRIA	
F. DISTRIBUTOR NAME AND ADDRESS CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA		Maturity Date	

# B-WAC WHOLESALE FLOOR PLAN

A-

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and charges relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until after payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 2nd day of November 19 60 at (City) Johnstown (State) Pennsylvania

(Dealer or Distributor)  
By \_\_\_\_\_

(Partner, or Official Title, if Company)

	(1) MAKE OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	Zenith									
2	F-2738-M	1750753	209.00	188.10						Set
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INVOICE	DOWN PAYMT.	= RELEASE	TOTALS
209.00	- - -	209.00	
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2%		5.23	
B. DUE SHIPPER FROM B-WAC		203.77	
C. DATE OF NOTE November 2, 1960		CHECK NO. 10795	DATE PAID TO CAMBRIA
D. DATE OF SHIPMENT November 1, 1960		CHECK NO.	DATE
E. DEALER NAME AND ADDRESS J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA		AMOUNT PAID TO	
F. DISTRIBUTOR NAME AND ADDRESS CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA			
CODE	TERM 3	MONTHS 2	YEAR 0
MATURITY DATE			



# B-WAC WHOLESALE FLOOR PLAN

A-

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until after payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 15th day of December 19 60 at (City) Johnstown (State) Pennsylvania

(Dealer  
or Distributor)  
By \_\_\_\_\_

Witness \_\_\_\_\_

(Partner, or Official Title, if Company)

	(1) MOSE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	Zenith									
2	F-2215-J	1556318	175.00							
3	F-2105-C	1903302	148.00							
4	F-2112-W	1832333	167.00							
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INVOICE	DOWN PAYM'T.	= RELEASE	TOTALS	
190.00	- - -	190.00		
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2 %		12.25	E. B-WAC APPROVAL NO. 327130	
B. DUE SHIPPER FROM B-WAC		477.75	F. INVOICE NO. (S) 103634	
C. DATE OF NOTE December 15, 1960		CHECK NO. 11451	DATE 12-19-60	PAID TO CAMBRIA
D. DATE OF SHIPMENT December 14, 1960		CHECK NO.	DATE	
E. DEALER NAME AND ADDRESS J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA		AMOUNT PAID TO		
F. DISTRIBUTOR NAME AND ADDRESS CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA		CODE TERM MONTH DAY YEAR		
		Maturity Date		

# B-WAC WHOLESALE FLOOR PLAN

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person without the payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 28th day of November 19 60 at (City) Johnstown (State) Pennsylvania

Witness

(Dealer or Distributor)  
By

(Partner, or Official Title, if Company)

	(1) MAKE OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	Zenith									
2	G-2304-R	1856934	157.00							307
3										
4	BACK ORDER									
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157.00	DOWN PAYM'T.	= RELEASE	157.00	<b>← TOTALS</b>											
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2% 3.93		E. B-WAC APPROVAL NO. 128		PURCHASE APPROVAL											
F. INVOICE NO. (B) 106761		CHECK NO. 11110		DATE PAID TO → CAMBRIA											
G. DUE SHIPPER FROM B-WAC 153.07		CHECK NO.		DATE 11/28/60											
C. DATE OF NOTE November 28, 1960		D. DATE OF SHIPMENT November 25, 1960		AMOUNT PAID TO											
H. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA		H. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.		<table border="1"> <tr> <th>CODE</th> <th>TERM</th> <th>MONTH</th> <th>DAY</th> <th>YEAR</th> </tr> <tr> <td></td> <td>3</td> <td>1</td> <td>26</td> <td>60</td> </tr> </table>		CODE	TERM	MONTH	DAY	YEAR		3	1	26	60
CODE	TERM	MONTH	DAY	YEAR											
	3	1	26	60											
				MATURITY DATE											

# B-WAC WHOLESALE FLOOR PLAN

A-

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new and to return said articles to B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until the payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 2nd day of November 1960 at (City) Johnstown (State) Pennsylvania  
 By \_\_\_\_\_ (Dealer or Distributor)  
 Witness \_\_\_\_\_

	(1) MDSE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	Zenith									
2	F-2738-E	1747336	198.00	178.20						
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4	BACK ORDER									
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INVOICE	DOWN PAYM'T.	= RELEASE	TOTALS
198.00	- - -	198.00	
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2%		4.95	B. B-WAC APPROVAL NO. 127
			F. INVOICE NO. (S) 92755
B. DUE SHIPPER FROM B-WAC		193.05	CHECK NO. 10705
C. DATE OF NOTE November 2, 1960			DATE
D. DATE OF SHIPMENT November 1, 1960			DATE
E. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA			PAID TO →
F. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA			AMOUNT PAID TO
CODE	TERM	MONTH	DAY
	3	2	0
Maturity DATE			

# B-WAC WHOLESALE FLOOR PLAN

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until after payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 2nd day of November 1960 at (City) JOHNSTOWN (State) PENNSYLVANIA

Witness \_\_\_\_\_ (Dealer or Distributor) By \_\_\_\_\_ (Partner, or Official Title, if Company)

	(1) MAKE OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATE
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	Zenith									
2	P-2738-E	1751284	198.00	178.44						
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4	BACK ORDER									
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INVOICE	DOWN PAYM'T.	= RELEASE	<b>TOTALS</b>			
198.00	- - -	198.00				
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2%		4.95	E. B-WAC APPROVAL NO. 126			
B. DUE SHIPPER FROM B-WAC		193.05	F. INVOICE NO. (S)		PURCHASE APPROVAL	
C. DATE OF NOTE November 2, 1960		CHECK NO. 10795	DATE		PAID TO	
D. DATE OF SHIPMENT November 1, 1960		AMOUNT PAID TO				
G. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA			CODE	TERM	MONTH	DAY
H. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA			Maturity DATE			

# B-WAC WHOLESALE

Received of B-W ACCEPTANCE CORPORATION the articles listed below.

I (we) hereby acknowledge that said articles and any substitutions, exchanges or repairs made thereto are the PROPERTY OF B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk, to all loss or injury, for purpose of storing said property and I (we) hereby agree to keep said articles brand new, until to order sold and delivered to B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims against said articles. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person, until payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us) in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 8th day of October

1960 at DU BOIS, PENNSYLVANIA

Witness

By Dealer or Distributor

(Signature, or Official Title, of Company)

	(1) MDSE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATE
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	Zenith									
2	R-2860-R	1437003	255.00							
3										
4										
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INVOICE	DOWN PAYM'T.	= RELEASE	TOTALS		
255.00	- - -	255.00			
A. LESS B-WAC CHARGE FOR			E. B-WAC APPROVAL NO. 126	PURCHASE APPROVAL	
30 DAYS @ 2 1/2%			F. INVOICE NO. (S) 85320		
B. DUE SHIPPER FROM B-WAC			CHECK NO. 10474	DATE	PAID TO →
248.62			CHECK NO.	DATE	11/2/60
C. DATE OF NOTE October 8, 1960			AMOUNT PAID TO		
D. DATE OF SHIPMENT October 7, 1960					
G. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA			CODE	TERM	MONTH DAY
H. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA				3	4
			MATURITY DATE		

# B-WAC WHOLESALE FLOOR PLAN

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It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 18th day of October 1960 at (City) JOHNS TOWN (State) Pennsylvania

(Dealer or Distributor)

By

(Partner, or Official Title, if Company)

	(1) MAKE OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATE
				FIRST	SECOND	THIRD	FOURTH	FIFTH		
1	Zenith									
2	P-2756-E	1631818	232.00	208.80						
3										
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INVOICE	232.00	DOWN PAYMT.	- - -	= RELEASE	232.00	TOTALS
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2%				5.80		
B. DUE SHIPPER FROM B-WAC				226.20		
C. DATE OF NOTE	October 18, 1960			CHECK NO.	10563	DATE 10/19/60
D. DATE OF SHIPMENT	October 17, 1960			CHECK NO.		DATE
E. DEALER NAME AND ADDRESS	J. C. HEARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA					
F. DISTRIBUTOR NAME AND ADDRESS	CAMBERTA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.					
				CODE	TERM	MONTH DAY YEAR
					3	10 1960
				MATURITY DATE		

# B-WAC WHOLESALE FLOOR PLAN

A-

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until after payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us) in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 26th day of October 1960 at (City) Johnstown (State) Pennsylvania

(Dealer or Distributor)

By

(Partner, or Official Title, if Company)

(1) MAKE OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1 Zorith									
2 F-2120-R	1771022	176.00	158.40						505
3									
4 BACK ORDER									
5									
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INVOICE	DOWN PAYMT.	= RELEASE	<b>TOTALS</b>
176.00	- - -	176.00	
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2%		4.40	E. B-WAC APPROVAL NO. 127
			F. INVOICE NO. (S) 92122
B. DUE SUGGEST FROM CHARGE	171.60		G. CHECK NO. 10747
			H. DATE 11/1/60
C. DATE OF NOTE October 26, 1960			I. PAID TO CAMBRIA
D. DATE OF SHIPMENT October 25, 1960			J. DATE 11/27/60
G. SELLER NAME AND ADDRESS Y. O. BEARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA.			
H. BUYER NAME AND ADDRESS CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.			
			K. CODE
			L. TERM 3
			M. MONTH 25
			N. DAY 6
			O. YEAR
			P. MATURITY DATE

ORIGINAL

3

# B-WAC WHOLESALE FLOOR PLAN

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY of B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims against said articles. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person without the written consent of B-W ACCEPTANCE CORPORATION. The payment made by me in payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 29th day of September

1960

at (City) Johnstown

(State) Pa.

Witness

(Dealer or Distributor)

By

(Partner, or Official Title, if using one)

(1) MAKE OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE
			FIRST	SECOND	THIRD	FOURTH	FIFTH	
1 Zenith			FEB 1961					
2 F-2756-W	1521322	226.00						
3 F-2756-R	1510029	226.00						
4 F-2739-E	1689557	219.00	197.10					
5 F-2739-E	1688635	219.00	197.10					
6 F-2755-R	1685151	236.00						
7			394.20					
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INVOICE	DOWN PAYMT.	= RELEASE	TOTALS	
1,126.00	- - -	1,126.00		
A. LATE B-WAC CHARGE PER 90 DAYS @ 2%		28.15	E. B-WAC APPROVAL NO. 125	
B. DUE SHIPPER FROM B-WAC		1,097.85	F. INVOICE NO. (S) 105794	
C. DATE OF NOTE September 29, 1960			CHECK NO. 18328	DATE 10-4-60 PAID TO CASH
D. DATE OF SHIPMENT September 28, 1960			CHECK NO.	DATE
E. DEALER NAME AND ADDRESS J. O. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA.			AMOUNT PAID TO	
F. DISTRIBUTOR NAME AND ADDRESS CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.				
			CODE 3	TERM 12 MONTH DAY 15
			MATURITY DATE 2-28-61	

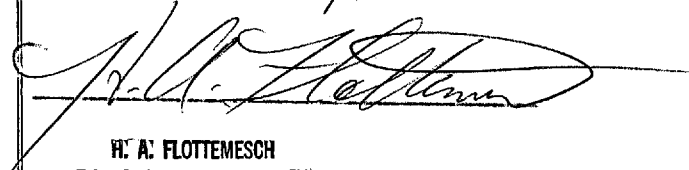


AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF ALLEGHENY :

Before me, the undersigned authority, personally  
appeared **J. M. Cummins**, who is the **Divisional  
Vice President** of the B-N ACCEPTANCE CORPORATION, who, being  
duly sworn according to law, deposes and says that the facts  
contained in the foregoing Complaint in Assumpsit are true and  
correct to the best of his knowledge, information and belief.

Sworn to and subscribed before me  
this 30 day of Sept, 1961.

  
**H. A. FLOTTEMESCH**  
Notary Public, Hamilton County, Ohio  
My Commission Expires July 25, 1964

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA.  
NO. *17* ASSUMPSIT *Nov 1961*

B-W ACCEPTANCE CORPORATION,  
Plaintiff

vs.

JAMES C. REARICK & DOROTHY  
REARICK, individually and  
trading as J. C. REARICK  
HOME APPLIANCES,  
Defendants

COMPLAINT IN ASSUMPSIT

TO THE WITHIN NAMED DEFENDANT  
YOU ARE HEREBY RETURNED TO READ  
TO THE ENCLOSED COMPLAINT WITHIN  
20 DAYS FROM SERVICE HEREOF.

*For Plaintiff*  
ATTY. FOR PLAINTIFF

*William E. Hagen*  
BEHREND & PHILLIPS

ATTORNEYS AT LAW  
420 BAKEWELL BLDG.  
PITTSBURGH, PA.

*RE*  
KENNETH W. BEHREND  
ATTORNEY AT LAW  
420 BAKEWELL BUILDING  
PITTSBURGH, PA.

NOV 13 1961  
Wm. E. Hagen  
NOTARY

(85)

*500 City*