

DOCKET NO. 174

Number	Term	Year
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86	September	1961
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Commercial Credit Corporation

Versus

Hanet Marie Emigh

A Noone PA 4-13-61
(City and State) (Date)

LEASE

Trans. No. 1767
1767

AVOID MISTAKE—FILL OUT COMPLETELY

Between JANET MARIE EMIGH (Print Lessee's Name) RD #1 (No., Street, Route or Box) KECONTES MILLS PA. CLEARFIELD PA (City or Town) (County) (State) Lessee,
And COMMERCIAL CREDIT CORP (Dealer's Name) 217 E. PLANK RD. ALTOONA PA. (Give Correct Legal Address) (City) (State) Lessor.

Lessee (meaning all of undersigned, jointly and severally) hereby leases from Lessor on the terms and conditions set forth below and on the reverse side hereof, and Lessee acknowledges delivery, examination and acceptance of the motor vehicle and equipment (herein called "Car") described below, in its present condition. Lessee agrees to pay the Rental Time Balance provided herein to the order of Lessor at the office of Commercial Credit Corporation at SAME AS ABOVE.

in monthly payments or unequal payments as provided herein.

Make—No. Cylinders <u>Ford 8</u>	Model No. <u>FAIRLANE</u>	Model Name <u>SS</u>	Yr. Mod. <u>55</u>	N./U. <u>U</u>	Serial Number <u>U5AT120546</u>	Motor Number <u>4101</u>	Body Type <u>P</u>	Use <u>P</u>
Extra Equipment: Regular ☐ Automatic ☒ Mech. ☐ Power ☐ Mech. ☐ Power ☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No ☐	Transmission Regular ☐ Automatic ☒	Brakes Mech. ☐ Power ☐	Steering Mech. ☐ Power ☐	Radio Yes ☒ No ☐	Heater Yes ☐ No ☐	Air Cond. Yes ☐ No ☐	Other	

Car will be kept at No. SAME AS ABOVE (Street), (City), (County), (State).
Lessee agrees not to remove Car permanently from the filing district in which said address is located without the written consent of Lessor.

RECORD OF TRANSACTION

The insurance below does not cover liability for injury to persons or damage to property of others.
(Check Insurance Coverage)

Fire and Broad Form Theft ☒
Comprehensive ☒
Combined Additional Coverage ☒
Deductible Collision ☒
Towing and Labor Costs: Max. \$25 for each ☒
Extent of Coverage: Actual Cash Value, Loss Payable to Lessor and Lessee as interests may appear.
Expire 12 months after date of Lease.
Credit Life Insurance ☐
Extent of Coverage: Unpaid Portion of Time Balance Payable to Holder or if Prepaid and not Cancelled Unmatured Portion of Time Balance.
Expires: Due date of final instalment unless cancelled on prepayment.

1. Base Rent, including following accessories, etc. \$ 900.00
2. Advance Rental: Cash \$ 108.00
Trade In: \$ 450
Make Ford Model Custom Yr. 55
Amount Owed on Trade In \$ 379
Lessee's Equity in Trade In \$ 71.00
Total Advance Rental \$ 179.00
3. Unpaid Balance \$ 721.00
4. Car Insurance Premiums 12 MO 10000 \$ 39.50
5. Life Insurance Premium \$ 0
6. Recording and Other Costs (Itemize) \$ 0
7. Principal Balance \$ 760.50
8. Finance Charges for Rental Privilege 444 \$ 90.78
9. Rental Time Balance \$ 851.28
Payable (a) in 24 monthly instalments of \$ 35.47 each,
the first instalment payable May (Month) 30 (Day) 61 (Year)
and each successive instalment payable on the same date of each and every month thereafter,
(*If no date is inserted in blank, the first instalment is payable one month from date of Lease.)
or (b) (unequal payments) _____
_____ until the Rental Time Balance is paid in full.

The term of this Lease is from date hereof until due date of final instalment, unless sooner determined. At expiration hereof, Lessee agrees to surrender Car to Lessor in good condition. After surrender of Car to Lessor, Lessee may, at his option, purchase the same upon a further payment to Lessor of One Dollar, providing all conditions of this Lease have been complied with, and all rentals or renewals have been properly paid.

Confession of Judgment: If any instalments herein provided for are not paid when due, either by lapse, acceleration or otherwise, Undersigned hereby empower any attorney at law, clerk of court or Prothonotary to appear for Undersigned in any court of record or other appropriate court, in term time or vacation, in any State of the United States, except Indiana or New Mexico to appear for Lessee and after one or more declarations filed, confess judgment against Lessee, as of any term, present, past or future, for the sum appearing unpaid herein, with costs of suit and attorney's collection fees of Fifteen Per Cent. (15%) and release all errors, and 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 hereof is also hereby expressly waived, and no benefit of exemption may be claimed under and by virtue of any exemption law now in force and which may hereafter be passed.

DESIGNATION OF INSURED

If the cost of Credit Life Insurance is included in the Rental Time Balance, Lessee designates the individual whose signature first appears below as the person to be covered thereby.

LESSOR COMMERCIAL CREDIT CORPORATION (Seal)
(Signature of Owner, Officer or Firm Member)

Lessee acknowledges receipt of true, executed copy of this Lease at time of execution hereof:

DEALER'S ASSIGNMENT

FOR VALUE RECEIVED, and pursuant to the terms of Dealer's Assignment shown on the reverse side hereof, Undersigned hereby sells, assigns and transfers to Commercial Credit Corporation, its successors and assigns, the above Lease, and all of Undersigned's right, title and interest in and to the Car referred to therein, with power to take legal proceedings in the name of Undersigned or itself.

It is understood and agreed that Undersigned's liability with respect to the Lease or the Car covered thereby is in accordance with one of the five plans shown below, Undersigned have indicated his election by checking the plan selected at the time of execution hereof:

1. Without Recourse. No Liability to Undersigned. ☒
2. With Recourse. Undersigned guarantees to any holder of the Lease the payment, promptly when due, of every instalment thereunder, and the payment, upon demand, of the entire amount owing thereon upon any default thereunder by the Lessee, without requiring any proceeding against the Lessee. Undersigned waives notice of acceptance hereof, and of any default by Lessee. The holder may, without notice to or consent of Undersigned, enforce any rights thereunder, grant extensions of time of payment, and compromise or adjust any claims against Lessee, without affecting the liability of Undersigned. ☐
3. Full Repurchase. Undersigned will repurchase the Car upon repossession and will pay therefor the unpaid portion of the Rental Time Balance, subject to Dealer Protection Agreement No. 100. ☐

NOTICE TO LESSEE:

Do not sign this Lease in blank.

You are entitled to an exact copy of the Lease you sign.

Keep it to protect your legal rights.

LESSEE X Janet Marie Emigh (Seal)
(Lessee Sign Here)

(Co-Lessee, Owner, Officer or Firm Member) (Seal)
LESSEE X Janet Marie Emigh (Seal)
(Lessee Sign Here)

4. Partial Repurchase. Undersigned, upon repossession of the Car, will pay the unpaid portion of the Rental Time Balance and receive the Car, or in lieu thereof, will pay holder on demand \$ _____ and relinquish all rights to the Car, without further obligation. In the event the Car is not repossessed and the Lessee is in default, Undersigned will pay the holder on demand any amount due on the Rental Time Balance up to the dollar sum mentioned above in this paragraph, and will relinquish all rights to the Car, without further obligation. Undersigned hereby waives protection under Dealer Protection Agreement No. 100 on this transaction. ☐
5. Limited Repurchase. If Lessee fails to pay _____ instalments, Undersigned will repurchase Car upon repossession and will pay therefor the unpaid portion of the Rental Time Balance, subject to Dealer Protection Agreement No. 100. ☐
Commercial Credit Corporation is hereby authorized to correct patent errors in the Lease and other papers executed and/or assigned in connection therewith.
Signed and sealed this _____ day of _____, 1961.
MR [Signature] (Seal)
(Owner, Officer or Firm Member)

