

DOCKET NO. 174

Number Term Year

107 September 1961

Associates Discount Corp.

Versus

George Vasilaukas

Alverta Vasilaukas

ASSOCIATES DISCOUNT
CORPORATION
vs.
GEORGE VASILAUSKAS and
ALVERTA VASILAUSKAS
R.D. 2, Box 215, DuBois, Pa.
State of Pennsylvania,
County of Clearfield

In the Court of Common Pleas
of Clearfield County,
of September Term, 19 61
No. 107
D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hands and seals of the Defendant s, bearing date the 6th day of May A. D. 19 60, whereby the Defendant s doth promise to pay to the said Plaintiff the sum of Twelve hundred seventy-five and 36/100 Dollars, for value received, with interest from May 6, 1960 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant s, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Twelve Hundred seventy-five & 36/100 (\$1275.36) Dollars with interest from May 6, 1960 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers

part
of which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff , to wit: The sum of \$ 528.30

Interest from 12-30-60
Attys. Com. 15% 79.24

SMITH, SMITH & WORK
BY: [Signature]
Attorney for Plaintiff

607.54

State of Pennsylvania,
County of Clearfield

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendant s in the stated action without writ, as of September Term, 1961 , and therein confess judgment against them and in favor of Associates Discount Corporation, the Plaintiff , for sum of Five Hundred Twenty-Eight and 30/100 (\$528.30) Dollars, with interest from December 30, 1960 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon, together with all waivers.

SMITH, SMITH & WORK
BY: [Signature]
Attorney for Defendant

To William T. Hagerty, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is 103 N. Brady Street, DuBois, Penna.

SMITH, SMITH & WONG
BY W. H. Smith
Attorneys for Plaintiff

Court of Common Pleas
of CLEARFIELD County

September Term 1961
No. 107

ASSOCIATES DISCOUNT CORP.

vs.

GEORGE VASILIAUSKAS
and ALBERTA VASILIAUSKAS

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 538.20
from 10-30-60
Interest, - - -
Att'y's Com. - 79.24

Filed

Prothonotary

Attorney for Plaintiff

WM. T. MAGOLITY
CLERK

450

Associates

BAILMENT LEASE SECURITY AGREEMENT

Date Signed By Lessee and Lessor May 6, 19 60 Branch DuBois Pennsylvania
 Lessee's Name George Vasilauskas and
 and Address Alberta Vasilauskas No. R. D. 2, Box 215, DuBois, Pa.
 (Please Print) (Name) (Street) (City and Postal Zone) (County) (State)
 To Wheelock Buick, Inc. Dealer's Address DuBois, Pa.
 (Name of Dealer (Lessor) (No. and St.) (City) (Postal Zone) (County) (State))

Lessee (which means all lessees jointly and severally) has today leased on the following terms from Lessor, the following described MOTOR VEHICLE:									
New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number	
One	Used	Pontiac	8	1957	Chft	2 Door HT	P75786757		

Radio ☒ Heater ☐ Automatic Transmission ☒ Overdrive ☐ Power Steering ☐ Power Brakes ☐ Window Lifts ☐ Air Conditioning ☐ Other ☐

Said motor vehicle will be kept at same (Number and Street) (City and State)
 Lessee warrants that said motor vehicle is leased primarily for:
☒ Personal, family or household use. ☐ Business use.

- Cash Price of motor vehicle leased including following extra equipment (itemize): \$ 1395.00
- Down Payment of Rent: Cash \$
 Trade-in: Make Pontiac Year 1956
 Model: 870 \$ 486.00
 Lessee's Total Down Payment of Rent \$ 486.00
- Unpaid Cash Balance of Rental \$ 909.00
- Insurance Premium Costs \$ 143.00
 Check Insurance Coverages to be Included in Contract
 COVERAGE APPLICABLE TO MOTOR VEHICLE for
 Term 24 months effective May 6, 19 60
☒ \$ 50 Deductible Collision ☒ Comprehensive \$
☐ Fire, Theft & Combined Add. Cov's. ☒ Road Serv.
 OTHER INSURANCE COVERAGES ☐ Credit Life \$
☐ Limited ☐ Life, Accident & Health \$
 (No insurance included unless checked above)
- Other Costs (itemize) Sales Tax & Fees \$ 29.00
- Principal Amount Financed (sum of items 3, 4 and 5) \$ 1081.00
- Finance Charge excluding Insurance Premium (item 4) and Other Costs (item 5) \$ 194.36
- Time Balance (sum of items 6 and 7). Lessee promises to pay said Time Balance at the office of the Associates Discount Corporation shown in the upper right hand corner in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, in
24 monthly instalments of \$ 53.14
 beginning on June 6, 19 60, and
 (Month and Year)
 continuing on the same day of each month thereafter until the Time Balance is fully paid.

NO BODILY INJURY OR PROPERTY DAMAGE LIABILITY INSURANCE INCLUDED

Upon the prepayment in full of all amounts due hereunder the Lessee shall be allowed a prepayment rebate representing the proportion of the finance charge which the sum of the periodical time balances after the date of prepayment bears to the sum of all periodical time balances under the schedule of payment provided herein, but the holder shall be permitted to retain a minimum finance charge of \$10.00.

Lessee agrees to pay default charges at the rate of 2% per month of the amount in arrears for each month or fractional part thereof exceeding ten days.
 Lessee irrevocably authorizes any attorney of any court of record to appear for and enter judgment against Lessee for all monies payable hereunder with or without declaration, with costs of suit, plus reasonable attorneys' fees, release of errors, without stay of execution, and to waive the right of inquisition on any real estate that may be levied upon under such judgment, and voluntarily condemns the same and authorizes the prothonotary or clerk to enter said condemnation upon the fi. fa. Lessee agrees that said real estate may be sold upon a fi. fa. and waives and releases all relief from all appraisal, suit or exemption and homestead laws. Entry of judgment shall not constitute an election.

Upon expiration of this lease, Lessee will return the motor vehicle to Lessor, and if Lessee shall have paid all rental when due, Lessee shall then have the option to purchase said motor vehicle with no further consideration. Lessee acknowledges that Lessor is not the agent of Associates Discount Corporation.

Waiver of any default shall not be a waiver of any other default. The holder's rights and remedies hereunder are cumulative. If any part hereof is invalid under the laws of Pennsylvania, such part shall be deemed deleted, but shall not invalidate the rest of this lease.

This agreement is subject to the provisions of the Pennsylvania Motor Vehicle Sales Finance Act and the Uniform Commercial Code.
 No oral agreement, representation or warranty shall be binding.

NOTICE TO BUYER

DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Signed Wheelock Buick, Inc. (Seal)
 By Red [Signature] Pres. (Seal) Customer and
George Vasilauskas (Seal) Co-Lessee
Alberta Vasilauskas (Seal)

Received an exact copy of the above contract at the time I or we signed it. Such copy contained Lessor's signature identical with such signature on the original.

Customer George Vasilauskas Co-Lessee Alberta Vasilauskas
 D179W Rev. 3-58 (Address)

3921 172-6

GUARANTY

In consideration of the execution of the instrument on the reverse side hereof, we jointly and severally guarantee to any holder the payment promptly when due of every installment thereunder and the payment on demand of the entire unpaid balance if Lessee defaults in any payment of any installment at its due date or in any other manner, without first requiring holder to proceed against Lessee. We waive notice of acceptance hereof and defaults thereunder and consent that holder may, without affecting our liability, release any rights against and grant extensions of time of payment to Lessee and other obligors.

(SEAL)

(SEAL)

ASSIGNMENT WITHOUT RECOURSE

For value received the undersigned hereby assigns the Security Agreement hereon to Associates Discount Corporation, without recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the Security Agreement are true, that said motor vehicle is free of all liens and encumbrances or security interests of whatever nature or kind; that said Security Agreement is genuine and in all things what it purports to be, and that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that a Certificate of Title with assignee's first lien noted thereon has or will be issued for said motor vehicle; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said Security Agreement or render it less valuable or valueless; and further, that the undersigned believes that the facts stated in the Buyer's Credit Statement enclosed are true. The warranties herein contained are made to induce assignee to purchase this Security Agreement and if any be untrue, with or without knowledge of the undersigned or reliance thereon by assignee, the undersigned will on demand purchase this Security Agreement from the assignee for the balance remaining unpaid, notwithstanding the words "without recourse" included herein.

Dated this 7th day of May, 19 60 Wheelock Buick, Inc.
Dealer (Firm Name)

By [Signature]
(Official Title) Pres.

STRAIGHT ASSIGNMENT WITH RECOURSE

For value received the undersigned hereby assigns the Security Agreement hereon to Associates Discount Corporation, with recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the Security Agreement are true, that said motor vehicle is free of all liens and encumbrances or security interests of whatever nature or kind; that said Security Agreement is genuine and in all things what it purports to be, and that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that a Certificate of Title with assignee's first lien noted thereon has or will be issued for said motor vehicle; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said Security Agreement or render it less valuable or valueless; and further, that the undersigned believes that the facts stated in the Buyer's Credit Statement enclosed are true.

The undersigned jointly and severally agree that in the event the buyer in said Security Agreement fails to perform his part of the Security Agreement hereby assigned, the undersigned will pay forthwith to said Associates Discount Corporation the entire unpaid balance in said Security Agreement and further agrees to pay said sum, although said motor vehicle is converted or disposed of by the buyer or is confiscated for its unlawful use in violation of any State, City or Federal Law or is damaged because of a collision, and the undersigned hereby waives all benefit provided for him in Dealer's Protection Agreement No. 1, and the undersigned will further pay said sum although Associates Discount Corporation prior thereto, without his consent, has waived defaults made by the buyer in performing said Security Agreement and/or granted extension of time to the buyer in which to perform, and/or taken possession of said motor vehicle.

Dated this _____ day of _____, 19 _____
Dealer (Firm Name)

By _____
(Official Title)

ASSIGNMENT

For value received, the undersigned hereby assigns the Security Agreement hereon to Associates Discount Corporation of South Bend, Indiana, and further grants, bargains, sells and delivers title to the motor vehicle described therein to said assignee and warrants that the facts set forth in said Security Agreement are true, that said motor vehicle is free from all liens and encumbrances or security interests of whatever nature or kind; that said Security Agreement is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and right to transfer title thereto; that a Certificate of Title with assignee's first lien noted thereon has or will be issued for said motor vehicle; that all parties thereto have capacity to contract; that the undersigned has no knowledge of any facts which impair the validity of said Security Agreement or render it less valuable or valueless, and that the undersigned believes the facts set forth in the Buyer's Credit Statement are true.

As a part of the foregoing Security Agreement, the dealer's obligations in addition to those stated in the preceding paragraph are governed by the paragraph set forth opposite the dealer's signature below.

1. FULL REPURCHASE AGREEMENT

In consideration of Associates Discount Corporation purchasing from the undersigned the Security Agreement on the reverse side hereof, and accepting the undersigned's assignment of said Security Agreement, the undersigned agrees with said Associates Discount Corporation that he will purchase from said Associates Discount Corporation the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Associates Discount Corporation prior thereto, without his consent, has waived defaults made by the buyer in performing said Security Agreement and/or granted extension of time to said buyer in which to perform.

Dated this _____ day of _____, 19 _____

Dealer

By _____
Official Title

Address of Dealer

2. LIMITED REPURCHASE AGREEMENT

In consideration of Associates Discount Corporation purchasing from the undersigned the Security Agreement on the reverse side hereof, and accepting the undersigned's assignment of said Security Agreement, the undersigned agrees with said Associates Discount Corporation that, if the buyer in said Security Agreement fails to pay _____ installments of his obligation as set forth therein the undersigned will purchase from said Associates Discount Corporation the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Associates Discount Corporation prior thereto, without his consent, has waived defaults made by the buyer in performing said Security Agreement and/or granted extension of time to said buyer in which to perform.

Dated this _____ day of _____, 19 _____

Dealer

By _____
Official Title

Address of Dealer

3. PARTIAL REPURCHASE AGREEMENT

In consideration of Associates Discount Corporation purchasing from the undersigned the Security Agreement on the reverse side hereof, and accepting the undersigned's assignment of said Security Agreement, the undersigned agrees that if Associates Discount Corporation repossesses the motor vehicle described in said Security Agreement, that undersigned shall have the option upon demand of Associates Discount Corporation to pay Associates Discount Corporation \$ _____ or to buy the motor vehicle from Associates Discount Corporation for the then unpaid balance in its then condition and location.

Dated this _____ day of _____, 19 _____

Dealer

By _____
Official Title

Address of Dealer

Note: If a corporation, signature must be in the name of corporation by officer having authority from board of directors to sign. If a partnership, by one of the partners.