

DOCKET NO. 174

NUMBER	TERM	YEAR
<u>139</u>	<u>September</u>	<u>1961</u>

Elwood Rowles

VERSUS

Chester D. Greene and

Ralph Wheeler t/d/b/a

Tri-County Auto Sales

STATEMENT OF JUDGMENT

Docket No. 174.....

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Elwood Rowles 3/

No. 139 TERM Sept. 19 61

Penal Debt \$

Real Debt \$

Atty's Com. \$

Int. from

Entry & Tax \$

Att'y Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument

Date of Same 19...

Date Due 19...

Expires 19...

Entered of Record 17th day of October 1961

Certified from Record 17th day of October 1961

Wm T. Hager
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Sign this blank or save this action.

Received on the 13 Oct 1961 by John Cheles from James in satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter satisfaction on the same.

When payment of the costs is made and discontinued

John Cheles

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.



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

Elwood Rowles
vs

No 139 Sept Term 1961

Chester D. Greene and
Ralph Wheeler t/d/b/a
Tri County Auto Sales

Complaint In Assumpsit
Summons.

*
(Sheriffs Return)

Now, Sept 28, 1961 at 9:30 O'Clock A.M. served the within
Complaint In Assumpsit and Summons on Chester D. Greene on
Market Street, Clearfield, Pa., by handing to him personally
a true and attested copy of the original Complaint In
Assumpsit and Summons and made known to him the contents
thereof.

Now, Sept 28, 1961 at 9:30 O'Clock A.M. served the within
Complaint In Assumpsit and Summons on Ralph Wheeler on
Market Street, Clearfield, Pa., by handing to him personally
a true and attested copy of the original Complaint in
Assumpsit and Summons and made known to him the contents
thereof.

Now, Sept 28, 1961 at 9:30 O'Clock A.M. served the within
Summons on Tri County Auto Sales on Market Street, Clearfield.,
Pa., by handing to Chester D. Greene and Ralph Wheeler, Partners
and Co- Owners of Tri County Auto Sales personally a true
and attested copy of the original Summons and made known to
them the contents thereof

Costs Sheriff Ammerman \$12.30
(Paid by Atty B.S.S.)

So Answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 28th
day of September 1961 A.D.

Wm. T. Hagerty
Prothonotary



SUMMONS

Commonwealth of Pennsylvania
County of Clearfield

To Chester D. Greene and Ralph Wheeler t/d/b/a
..... Tri-County Auto Sales

You are notified that Elwood Rowles

the plaintiff , has commenced an action in Summons in Assumpsit
..... against you which you are
required to defend:

Date September 26, 1961

Wm. T. Nagerty
Prothonotary

No. 139 Sept. Term 1961

Elwood Rowles

versus

Chester D. Greene and

Ralph Wheeler t/d/b/a

Tri-County Auto Sales

SUMMONS

Bell, Silberblatt & Swoope
Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ELWOOD ROWLES

:

VS.

:

CHESTER D. GREENE and
RALPH WHEELER t/d/b/a
TRI-COUNTY AUTO SALES

:

No. 139 September Term, 1961

IN ASSUMPSIT

P R A E C I P E

To William T. Hagerty, Prothonotary

Sir:

Issue summons in Assumpsit in the above entitled case, returnable
day of , 1961.

BELL, SILBERBLATT & SWOOP
By



Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 139 September Term, 1961.
IN ASSUMPSIT

ELWOOD ROWLES

VS.

CHESTER D. GREENE and
RALPH WHEELER t/d/b/a
TRI-COUNTY AUTO SALES

PRO FESSIO

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WHEELER
TRI-COUNTY
AUTOMOTIVE
6.50 Actg.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ELWOOD ROWLES :

VS. :

CHESTER D. GREENE and
RALPH WHEELER t/d/b/a
TRI-COUNTY AUTO SALES

139 September Term, 1961
IN ASSUMPSIT

COMPLAINT

The Plaintiff complains of the above named Defendants upon a cause of action, the nature and character of which is as follows:

(1). The Plaintiff is a resident of Bradford Township, Clearfield County, Pennsylvania.

(2). The Defendants, Ralph Wheeler and Chester D. Greene, are both residents of Bradford Township, Clearfield County, Pennsylvania, and operate an agency for the sale of used trucks and automobiles, as the Tri-County Auto Sales in Bradford Township, Clearfield County, Pennsylvania.

(3). That prior to March 9, 1961, the Plaintiff was the owner of a used 1952 Ford Dump Truck, said dump truck carrying a capacity for the loading and transporting of 30,000 gross lbs.

(4). On March 9, 1961, and for several days prior thereto, the Defendants had on their used car lot, situate between Woodland and Barrett, a truck, which was a 1957 Ford Tractor and a 1954 Gilmore dump trailer, both of which were used and which they valued and offered for sale at the price of \$4500.

(5). That the Defendant, Ralph Wheeler, stated that said tractor and trailer would carry in excess of 18 tons pay load.

(6). That Ralph Wheeler said that the tractor that they were offering the Plaintiff would require Y license tags.

(7). That the Plaintiff and the Defendants agreed that the Defendants would take the truck and trailer of the Plaintiff, for which the Defendants agreed to allow the Plaintiff a trade-in of \$1500, and the

Defendants agreed to sell the 1957 Ford and Gilmore dump trailer for the sum of \$4500.

(8). On March 9, 1961, the parties entered into an installment sales contract, under which the Plaintiff purchased the tractor and trailer of the Defendants for \$4500, and a copy of the installment sales contract being attached hereto marked Plaintiff's Exhibit A and made a part hereof.

(9). That in all conversations between the Plaintiff and the Defendants, it was understood that the truck to be purchased by the Plaintiff was to be a truck of sufficient size to require Y tags, and said size of said truck was noted on the Installment Sales Contract, copy of which is attached hereto and marked Exhibit A.

(10). The said sales contract, attached hereto and marked Exhibit A, was prepared by the said Ralph Wheeler and executed by Charles D. Greene and the Plaintiff.

(11). That said installment contract was discounted at the First National Bank of Philipsburg, the total amount remaining due according to said contract was \$2008.55.

(12). After the papers were signed, the Defendant, Ralph Wheeler, prepared an application for the transfer of the Y license tags from the Plaintiff's old truck, which he had traded, to the new equipment.

(13). That the Bureau of Motor Vehicles of the Commonwealth of Pennsylvania advised said parties that they would not issue Y license tags for the tractor sold to the Plaintiff.

(14). That the Bureau of Motor Vehicles of the Commonwealth of Pennsylvania advised the Plaintiff that the license they would authorize for the tractor being purchased under the installment sales contract would not exceed W class or 26,000 pounds.

(15). The Plaintiff had driven the tractor less than 500 miles at the time and immediately returned the same to the Defendants' lot in Bradford Township.

(16). After learning that he could not obtain Y license tags for the tractor, the Plaintiff returned the tractor to the Defendants' place of business.

(17). Ralph Wheeler told the Plaintiff to continue to use the tractor until they could get him a new one to take its place, and to use the tags he had been using.

(18). Another attempt was made to get license tags to permit the Plaintiff to haul a larger load, which was refused by the Bureau of Motor Vehicles of the Commonwealth of Pennsylvania.

(19). That the Defendants have continually promised the Plaintiff they would obtain a tractor for him of sufficient size and capacity to authorize him to haul a net load of 18 gross tons, but have failed to do so.

(20). While the Plaintiff had possession of the trailer, the tires blew out, and he was required to replace four tires on the trailer at the cost of \$420, for which he asks that a verdict be rendered in his favor against the Defendants at the trial of this cause.

(21). The Plaintiff repeatedly sought the Defendants to return his money and the truck he had traded in, but he learned that his truck had been sold elsewhere.

(22). Subsequently, the Plaintiff learned that part of the automobile equipment he had purchased from the Defendants was being taken while in the Defendants' lot. The trailer light, tail light and clearance light were taken, so that the Plaintiff caused said tractor and trailer to be moved to his brother's property, where it still remains.

(23). He has replaced the lights and other equipment that had been taken from the truck.

(24). That the equipment replaced by the Plaintiff in the tractor and trailer consisted of the following items:

1 distributor	\$15.00
1 ignition switch	8.00
2 clearance lights for trailer	3.00

(con'd)

tail light glass	\$1.25
plus labor at \$1.50 an hour	TOTAL \$27.25
for six hours	9.00
	<u>\$36.25</u>

For the sum of \$36.25 the Plaintiff asks that a verdict be rendered in his favor and against the Defendants at the trial of this cause.

(25). Ralph Wheeler repeatedly told the Plaintiff that they would get for him a truck with a Y license tag. Said statement by the said Ralph Wheeler being made on or about the first of April and at various times, both before and after that date.

(26). That at the time, the Plaintiff was engaged in transporting coal to Syracuse, New York, each day and back.

(27). That the difference between what the Plaintiff would have to carry and what he would be permitted to carry on equipment furnished was 3 tons or \$15.30 per trip.

(28). That the Plaintiff had work to haul as many trips a week as he could manage and could have hauled 6 trips per week, had he had the equipment to permit him to do so.

(29). The Plaintiff has not run the tractor since May 31, 1961.

(30). That the Plaintiff requests that a verdict be rendered in his favor and against the Defendants for the loss he has suffered by reason of the failure of the equipment purchased to run each day, the equipment only being usable 3 days a week.

(31). That the Plaintiff asks that a verdict be rendered in his favor against the Defendants for the inability to operate this equipment since May 31, 1961 to the present time and in the future. The amount of said loss being at the rate of \$15.30 per day.

(32). In addition, the Plaintiff paid unto the Defendants the sum of \$1300 in cash and delivered to them a truck, for which he was allowed the sum of \$1500, and in addition thereto, paid the state tax, license fees, and other items, the total amount of the cash and merchandise advanced by the

Plaintiff by reason of this contract to the total of \$508.55, for which sum the Plaintiff asks that a verdict be rendered in his favor and against the Defendants at the trial of this cause.

(33). That the tractor and trailer purchased remains at the property of the Plaintiff's brother without license tags, but the Defendants have known that they could obtain the same at any time they desire and have sent various parties up to examine the truck for the idea of purchasing same.

WHEREFORE, the Plaintiff is desirous of rescinding the verbal and written contract entered into for the purchase of said truck and requests that restitution be made to him, so that it will make him whole, due to the failure of the Defendants to comply with the oral contract followed by the written installment contract to the purchase of a tractor and trailer. The Plaintiff asks that the jury allow him such amount as damages for delay in the payment as they feel he is entitled to.

And he will ever pray.

BELL, SILBERBLATT & SWOOP
By


F. Bell
Attorneys for Plaintiff

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

Before me, the undersigned officer, personally appeared ELWOOD ROWLES, who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Elwood A. Rowles.

Elwood Rowles

Sworn to and subscribed
before me this 23 day
of September, 1961.

Am. T. Hagerty

PROTTLER
My Commission Expires
1st Monday Jan. 1962

**PENNSYLVANIA MOTOR VEHICLE
INSTALLMENT SALE CONTRACT**

ORIGINALS.

Elwood Rowles

Cheston D. Greene
(Name of Dealer)
(Name)

MINERAL SPRINGS

(No. and Street)

420

(No. and Street)

May 9
PA

(City and Ported Zone)

100

2-
(G- and H-axes)

1. Seller hereby sells and Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) hereby purchases, subject to the terms and conditions hereinabove set forth, the following described motor vehicle and extra equipment (herein called the "Car"):

Year	Yr.	Make—Trade Name	Type of Body If Truck Give Tonnage	Model Number	Motor Number	Serial Number	Cash Delivered Price																																
57	57	FORD 7000 TRACTOR	9 Tons			F80P7H17588																																	
58	58	GILMORE DUMP TRAILER				2028	\$ 4500.00																																
<p>Options: Extra <input checked="" type="checkbox"/> Automatic Transmission <input checked="" type="checkbox"/> Power Steering <input type="checkbox"/> Other:</p>				<p>Model Number Motor Number Serial Number</p> <p>FOR A CREDIT SELLING PRICE COMPUTED AS FOLLOWS:</p> <p>DOWN PAYMENT</p> <table> <tr> <td>A. Cash</td> <td>\$ 1300.00</td> </tr> <tr> <td>B. Trade-in</td> <td>\$ 1500.00</td> </tr> <tr> <td>Gross</td> <td></td> </tr> <tr> <td>Allowances</td> <td></td> </tr> <tr> <td>Net. Bal.</td> <td></td> </tr> <tr> <td>Due</td> <td></td> </tr> <tr> <td>Net Allowance</td> <td>\$ 2800.00</td> </tr> </table> <p>UNPAID CASH PRICE BALANCE (1-8) = \$ 1700.00</p> <p>AUTOMOBILE INSURANCE Terms 15 Mo.</p> <table> <tr> <td><input type="checkbox"/> Fire-Theft</td> <td>\$ 145.00</td> </tr> <tr> <td><input type="checkbox"/> ...Ded. Collision</td> <td>\$ 45.00</td> </tr> <tr> <td><input type="checkbox"/> Comprehensive</td> <td>\$ 10.00</td> </tr> </table> <p>OTHER INSURANCE COVERAGES</p> <table> <tr> <td><input type="checkbox"/> Credit Life Ins.</td> <td>\$ 9.65</td> </tr> <tr> <td><input type="checkbox"/> ...</td> <td>\$ 9.65</td> </tr> </table> <p>OTHER COSTS (Items)</p> <table> <tr> <td>STATE TAX</td> <td>\$ 120.00</td> </tr> <tr> <td>LICENSE FEES</td> <td>\$ 38.75</td> </tr> <tr> <td>...</td> <td>\$ 158.75</td> </tr> </table> <p>PRINCIPAL AMOUNT FINANCED (3+4+5+6) = \$ 1868.75</p> <p>FINANCE CHARGE</p> <table> <tr> <td><input type="checkbox"/> ...</td> <td>\$ 140.15</td> </tr> </table>				A. Cash	\$ 1300.00	B. Trade-in	\$ 1500.00	Gross		Allowances		Net. Bal.		Due		Net Allowance	\$ 2800.00	<input type="checkbox"/> Fire-Theft	\$ 145.00	<input type="checkbox"/> ...Ded. Collision	\$ 45.00	<input type="checkbox"/> Comprehensive	\$ 10.00	<input type="checkbox"/> Credit Life Ins.	\$ 9.65	<input type="checkbox"/> ...	\$ 9.65	STATE TAX	\$ 120.00	LICENSE FEES	\$ 38.75	...	\$ 158.75	<input type="checkbox"/> ...	\$ 140.15
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<p>Buyer agrees that the monthly payments, where insurance is purchased by Seller, is based upon actual value of the Car at time of loan, not to exceed limits of liability as set forth in policy, and is payable to Buyer, Seller or Seller's assignee as their interests may appear.</p>																																							
<p>Buyer warrants that the purpose for which the Car is bought is primarily for:</p> <p><input type="checkbox"/> Personal, family or household use <input checked="" type="checkbox"/> Business use</p>																																							
<p>Buyer agrees that the monthly payments and all other sums required to be paid hereunder, shall be payable at the office of</p>																																							
<p>THE FIRST NATIONAL BANK OF PHILIPSBURG Philipsburg, Pa.</p>																																							
<p>and that until all such payments shall have been made, the Seller retains title to and has a security interest in the Car and in all parts and accessories now or hereafter installed in or affixed to the Car. Seller acknowledges that it has received delivery of the Car, having first examined and tested it and found it to be in first class condition and as represented by Seller.</p>																																							
<p>Upon the occurrence of an event of default, Buyer and Co-Buyer, jointly and severally, hereby authorizes and approves the Prothonotary, Clerk or any attorney, of any court of record within the United States, to appear for Buyer and/or Co-Buyer and to render judgment, as aforesaid, in favor of Buyer and/or Co-Buyer and in favor of Seller or its assignee, as may be any term, with or without declaration filed (a) for such sum or sums as may be payable hereunder (including such as are past due prior to acceleration and such as may be payable by virtue of acceleration, or such as may constitute a deficiency following resale or other disposition of the Car), with costs of suit and with 10% added as attorney's fees, and (b) in an amicable action of replevin for the Car. With respect to any judgment entered herein, Buyer and Co-Buyer each releases all errors and waives</p>																																							

NOTICE TO BUYER

**DO NOT SIGN THIS CONTRACT IN BLANK — IT IS PROHIBITED BY LAW
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN
KEEP IT TO PROTECT YOUR LEGAL RIGHTS**

www.english-test.net

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RECEIPT IS ACKNOWLEDGED OF A TRUE AND CORRECT COPY OF THIS CONTRACT

(Continued)

.....

ADDITIONAL PROVISIONS

BUYER'S STATUTORY RIGHTS include: TO PREPAY, at any time, all or any part of the unpaid Time Balance of this contract; to obtain the statutory REBATE, O. REBATE, if any, of the Car at the option of Seller; TO REINSTATE THIS CONTRACT and obtain a return of the Car following its repossession, the giving of notice thereof to Buyer, and prior to the sale, lease or other disposition of the Car by Seller, provided Buyer pays all past due installments, accrued default charges, costs of sale, and all other amounts due and owing to Seller; and to cancel the contract at time of repossession exceeding 15 days, the expense of retaking, repairing and storage authorized by law.

Seller agrees: to pay all default charges as provided for by law, on any installment payment or payments in arrears, at the rate of 3% per month for each month or fraction thereof exceeding ten days; to pay promptly all costs and expenses on the Car, its use and on this contract; to promptly notify Seller of all changes in the place where the Car is permanently kept (and Buyer represents that at the date hereof, and until further notice, the Car will be kept at his address given herein); to keep the Car free and clear of liens, charges, encumbrances, services or attachments to the Car; the Car in good condition and not to use or permit it to be used illegally or for hire; not to abandon or conceal the Car, or cause any identifying marks thereon; not to sell, assign or encumber, without Seller's prior written consent, any rights of Buyer hereunder or in the Car, nor grant any further options thereto to the Car; nor permit Seller's rights thereto to be reached by judicial process; and that no injury to or loss or destruction of the Car shall relieve Buyer from his obligations hereunder.

2. Buyer is buying the Car "as is" and no representations or statements have been made by Seller except as herein stated, and no warranty, expressed or implied, is given with respect to the Car.

3. Once all unpaid unpaid balance has been paid in full, Buyer will keep the Car insured against fire, theft and collision, in an amount sufficient to cover Seller's interest therein and with a carrier acceptable to Seller, and if Buyer has not authorized Seller hereunder to purchase such insurance, Buyer will, upon request, promptly furnish Seller with written evidence of such insurance. Proceeds of any insurance not in excess of the unpaid balance hereunder, whether paid by reason of loss, injury, damage, conversion or other cause, shall be paid to Seller, except to the extent that the proceeds of the Car or payment of this obligation, at the option of the Seller; provided that unexpired premiums received by Seller relating to the cancellation of insurance originally placed at Seller's option, shall be credited to any matured unpaid installment.

4. The occurrence of any of the following shall, at the option of Seller and without notice or demand on Buyer, constitute an event of default hereunder: failure of Buyer to make any payment hereunder punctually on its due date; failure of Buyer to observe or perform any of Buyer's other obligations hereunder; any warranties of Buyer contained herein or statements in Buyer's credit application or statement shall prove to have been false; death of Buyer or co-Buyer; any attachment of or levy upon any property of the Buyer; Buyer shall become insolvent or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors; these shall be incurred by or against Buyer; bankruptcy, insolvency, reorganization, arrangement, debt adjustment or liquidation proceedings; or the Car shall be subjected to, or threatened with, condemnation or similar proceedings. Upon the occurrence of an event of default Seller shall have the following rights: to declare immediately due and payable any and all installments due and to become the holder and any other sums lawfully due hereunder, and/or to require the Buyer to deliver the Car to Seller at a place reasonably convenient to both parties and for to take immediate possession of the Car wherever found, with or without process of law, and in taking possession Seller may lawfully enter any premises where the Car may be found and take possession of the Car and property of anything found in it. Buyer shall give Seller notice by registered mail within twenty-four hours after any repossession, if Seller so desires.

5. If the Car is repossessed other than by legal process, Buyer shall be liable for costs incurred by Seller, or assigns, in retaking, storing and repairing the Car only if the same exceed 12 days at the time of repossession; and if such costs are actual, necessary and reasonable, excluding charges for services of full time employees of Seller or assigns, attorney's fees as are provided by the laws governing such proceedings.

6. Buyer may redeem the Car following repossession for default, at any time for a period of at least 15 days after Seller mails a lawful notice of repossession thereof to Buyer, and at any time thereafter before Seller has disposed, or contracted to dispose, of the Car. The redemption price shall be the then unpaid Time Balance hereof, plus any accrued default charges and other amounts lawfully due hereunder, and if default at the time of repossession exceeded 15 days, Buyer shall also pay the expenses of retaking, repairing and storing authorized by law.

7. If the Car is consumer goods as defined in the Pennsylvania Uniform Commercial Code, and if Buyer has failed to repossess for default paid 60% of the Cash Price thereof, Seller shall sell the Car at public or private sale after the expiration of the aforesaid 15 day repossession period and not later than 60 days from the date of repossession, otherwise, if the Car is consumer goods as defined, or if it is but Buyer has not paid 60% of the Cash Price thereof, Seller may, at its option, following repossession, (a) sell or repossess, and if Buyer objects to such proposal within 30 days of receipt of notice thereof, Seller shall sell or otherwise dispose of the Car at public or private sale. In the event of a public or private sale of the Car, Seller shall give Buyer reasonable notice of the time and place thereof. Seller shall keep the proceeds of any such sale or other disposition to defray the reasonable expenses of sale, the lawful expenses of retaking and storing the Car, and the then unpaid Time Balance hereof. The seller shall pay any costs, attorney's fees and other expenses of the proceedings. Seller shall be entitled to any surplus, but Buyer shall be liable for any deficiency.

8. Time is of the essence. Whether of any default shall not constitute waiver of any subsequent default. Seller's rights and remedies are cumulative and not exclusive, they construed to be of such general or概括性 as the circumstances require. This contract shall bind the heirs, personal representatives, successors and assigns of the parties hereto, and their and its interpretation.

THIS ASSIGNMENT MUST BE EXECUTED BY SELLER

To induce you to subscribe this instrument, the undersigned hereby warrants that: Our title to the contract and the Car covered thereby is absolutely free of all liens, encumbrances and security interests, subject only to the rights of the Buyer as set forth therein; the contract is genuine, true from the mid of the Car therein described; and all amounts therin are of full age and had capacity to contract; the description of the Car and extra equipment if complete and correct; the cash down payment and for which no allowance was actually received and the part thereof consisted of notes, post-dated checks or other credit advanced by us to Buyer; all warranties and disclaimers made by us when there is any writing thereon, the Total Time Balance set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Dealer's License Act and have duly registered with the appropriate officer with respect to the transaction; motor vehicle title certificate showing title or encumbrance in favor of the assignee named before the date of this instrument, and that we are not party to any facts impairing the validity or value of the contract. If any such warranties should be untrue, undelivered, or otherwise violated, we shall be liable for damages.

THE FIRST NATIONAL BANK OF PHILIPSBURG, Philipsburg, Pennsylvania (called "Assignee" hereinafter) has agreed to accept this instrument, has read and understood it, has signed it, and will pay thereunder the amount owing thereon plus any and all costs and expenses paid or incurred by the above assignee in addition, and the same shall be cumulative and not exclusive.

Assignee, upon its acceptance hereof, shall assign and transfer into the Assignee, its successors and assigns, the within contract, all notes due and to become due thereon, and all right, title and interest in and to the Car therein described, with full power to the Assignee in its or our name to take all such legal or other action as might have been necessary for this assignment.

This assignment goes into effect from the date of its acceptance as subject to a repurchase agreement.

Dated: *January 20, 1960* (Date to be filled in) *John D. H. [Signature]* (Signature and Title)
COMPANY NAME: *PTSDM, Inc.* (Signature and Title)

For Value received, without recency, undersigned hereby sells, assigns, transfers, and sets over unto

Assignee, and Assignee the within contract, all money due and to become due thereon, and all right, title and interest of undersigned in and to the Car herein described, fully granting full power to the mid assignee, to take all such legal or other proceedings as the undersigned might have taken here for this assignment.

TO THE END OF THE CONTRACT, *John D. H. [Signature]* (Signature and Title)
COMPANY NAME: *PTSDM, Inc.* (Signature and Title)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 159 September Term, 1961
IN ASSUMPSIT

ELWOOD ROWLES

VS.

CHESTER D. GREENE and RALPH
WHEELER t/a/b/a TRI-COUNTY
AUTO SALES

COMPLAINT

To the within named Defendants:

You are hereby notified to
plead to the enclosed Complaint
within twenty (20) days from the
service hereof.

BELL, SILBERBLATT & SWOOP
By

J. G. Bell
Atorneys for Plaintiff

J. G. Bell
Atorneys for Plaintiff

BELL, SILBERBLATT & SWOOP
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

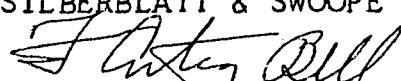
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ELWOOD ROWLES :
: :
vs. : : No. 139 September Term, 1961
CHESTER D. GREENE and : : In Assumpsit
RALPH WHEELER t/d/b/a :
TRI-COUNTY AUTO SALES :
:

To William T. Hagerty, Prothonotary.

Sir:

Enter judgment, in the above matter, in favor of the Plaintiff and against the Defendants, in the amount of \$4,508.55 with interest from this date, by reason of the failure of the Defendants to enter an Appearance or file an Answer in the above entitled case.

BELL, SILBERBLATT & SWOOP
by 

Attorneys for Plaintiff

November 14, 1961.

—Lap over margin—

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 139 September Term, 1961

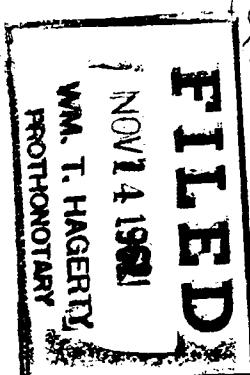
In Assumpsit

ELWOOD ROWLES

vs.

CHESTER D. GREENE and
RALPH WHEELER t/d/b/a
TRI-COUNTY AUTO SALES

PRAECIPE



BELL, SILBERBLATT & SWOOPRE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.