

DOCKET NO. 175

Number	Term	Year
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146	November	1961
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Associates Discount Corp.

Versus

Martin Rebo, Sr.

Martin Rebo, Jr.

ASSOCIATES DISCOUNT
 CORPORATION
 vs.
 MARTIN REBO, JR. and MARTIN
 REBO, SR.
 Box 295 Madera, Penna.
 State of Pennsylvania,
 County of Clearfield } ss.

In the Court of Common Pleas
 of Clearfield County,
 of November Term, 1961
 No. 146

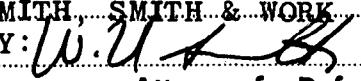
D. S. B.

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 Defendants, bearing date the 19th day of November A. D. 19 61, whereby the Defendants doth promise to pay to the said Plaintiff the sum of One Thousand One Hundred Ten & 24/100 (\$1110.24) Dollars, for value received, with interest from November 19, 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 Defendants, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of One Thousand One Hundred Ten & 24/100 (\$1110.24) Dollars with interest from November 19, 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 as contained in said agreement, 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 \$ 275.93.

Interest from 6-26-61
 Attys. Com. 41.39
 SMITH, SMITH & WORK
 BY: 
 Attorney for Plaintiff

State of Pennsylvania,
 County of CLEARFIELD } ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendants in the stated action without writ, as of November Term, 19 61, and therein confess judgment against them and in favor of Associates Discount Corporation the Plaintiff, for sum of Two hundred seventy-five and 93/100 (\$275.93) Dollars, with interest from June 26, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon.

SMITH, SMITH & WORK
 BY: 
 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 North Brady Street, DuBois, Penna.
SMITH, SMITH & WORK

BY *W. U. S. B.*

Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County

November Term 19 61

No. 146

ASSOCIATES DISCOUNT CORP.

W. U. S. B. vs.

MARTIN REBO, SR., and MARTIN

REBO, JR.

D. S. B.

Note of Warrant of Attorney

Debt from 6-26-61 278.93
Interest - - - - - 41.39

Atty's Com. - - - - -

S. R. S. B.
FILED

245002
NOV 27 1961
Prothonotary

WM. T. HAGERTY
PROTHONOTARY
Attorney for Plaintiff

4.50 City

Associates**BAILMENT LEASE SECURITY AGREEMENT**

Date Signed By Lessee and Lessor

NOV. 19, 1960

Branch

Clearfield, Pennsylvania

Lessee's Name and Address

Martin Rebo Jr. & Martin Rebo Sr.

Box 295

Madera,

Clearfield

Pa.

(Please Print)

(Name)

(Street)

(City and Postal Zone)

(County)

(State)

To City Auto Sales, Inc.

Dealer's Address

216-18 N. Third St., Clearfield, Clifd., Pa.

Clearfield, Pa.

(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	Plymouth	8	1958	Belv. 4 Dr. Sedan	LP2 110360		
Radio <input checked="" type="checkbox"/>	Heater <input checked="" type="checkbox"/>	Automatic Transmission <input checked="" type="checkbox"/>	Overdrive <input type="checkbox"/>	Power Steering <input type="checkbox"/>	Power Brakes <input type="checkbox"/>	Window Lifts <input type="checkbox"/>	Air Conditioning <input type="checkbox"/>	Other <input type="checkbox"/>

Said motor vehicle will be kept at

(Number and Street)

Madera, Pa.

(City and State)

Lessee warrants that said motor vehicle is leased primarily for:

 Personal, family or household use. Business use.

1. Cash Price of motor vehicle leased including following extra equipment (itemize):	\$ 1,300.00
2. Down Payment of Rent: Cash	\$
Trade-In: Make Ford Year 1957	
Model: Fairlane 4 Dr. \$1,100.00	
Lessee's Total Down Payment of Rent	653.00 447.00
3. Unpaid Cash Balance of Rental	\$ 853.00
4. Insurance Premium Costs	\$
State Farm Ins. Check Insurance Coverages to be Included in Contract	
Lewis Tube Agent COVERAGE APPLICABLE TO MOTOR VEHICLE for Brisbin, Pa. months effective Nov. 19, 1960	
X \$100.00 Deductible Collision <input type="checkbox"/> Comprehensive \$ 92.40	
<input type="checkbox"/> Fire, Theft & Combined Add. Cov's. <input type="checkbox"/> Road Serv.	
OTHER INSURANCE COVERAGES — <input type="checkbox"/> Credit Life \$	
<input type="checkbox"/> Limited <input checked="" type="checkbox"/> Life, Accident & Health \$ 33.30	
(No insurance included unless checked above)	
5. Other Costs (itemize)	\$
6. Principal Amount Financed (sum of items 3, 4 and 5)	\$ 978.70
7. Finance Charge excluding Insurance Premium (item 4) and Other Costs (item 5)	\$ 131.54
8. 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	\$ 1,110.24

18 monthly instalments of \$61.68

beginning on Dec. 19, 1960, and (Month and Day)

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 f. f. fa. Lessee agrees that said real estate may be sold upon a f. f. fa. and waives and releases all relief from all appraisement, 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 CITY AUTO SALES, INC. (Seal)

By *Tony Lusk* Pres.

Official Title

Signed (Seal) Customer and

Martin Rebo Jr. (Seal) Co-Lessee

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.

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 _____ day of _____, 19_____ Dealer (Firm Name) By _____ (Official Title)

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 19th day of Nov. 1960 CITY AUTO SALES, INC. By *Tom L. Lusk* Pres. (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. 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.

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.

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.

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.

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. Pennsylvania
D179W Rev. 9-58

Dated this _____ day of _____, 19_____

Dealer

By _____ Official Title

Address of Dealer

Dated this _____ day of _____, 19_____

Dealer

By _____ Official Title

Address of Dealer

Dated this _____ day of _____, 19_____

Dealer

By _____ Official Title

Address of Dealer

Praeclipe for Writ of Execution - Money Judgments.

ASSOCIATES DISCOUNT CORPORATION

VS

MARTIN REBO, JR. and MARTIN REBO,
SR.

} IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA.

NO. 6

November

Term, 19 61

PRAECLYPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property
a 1956 or 1957 Mercury automobile of defendant(s) and
- (3). ~~against the following property in the hands of (name) xxxxxxxxxxxxxxxxx garnishee~~
- (4). and index this writ
(a) against Martin Rebo, Jr. and Martin Rebo, Sr.
defendant(s) and
(b) ~~against x, xxxxxxxxxxxxxxxxx garnishee~~
~~as a lien pending against the property of the defendant(s) in name of garnishee as follows~~

(Specify describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$ <u>275.93</u>
Interest from June 26, 1961	\$ _____
Attys. Com.	\$ _____
Costs (to be added)	\$ <u>41.39</u>

SMITH, SMITH & WORK

BY: 

Attorney for Plaintiff(s)

No. 146 Nov. Term, 1961
No. 6 Nov. Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

vs.

vs.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

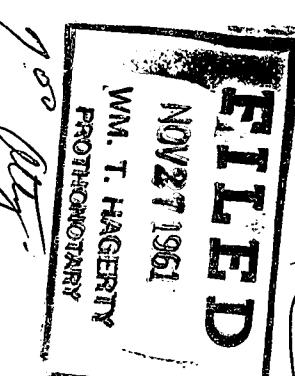
Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -



RECEIVED WRIT THIS day

of A. D., 19
at M.

Sheriff

Attorney for Plaintiff(s)



Smith, Smith and Work

November 28, 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Associates Discount Corp		No 146	Nov Term 1961	
vs		No 6	Nov Term 1961	
Martin Rebo. Jr				
Martin Rebo. Sr				
Box 295,				
Madera, Pa.				
RDR.,	3.75	Exec Debt		275.93
Levy	3.75			
Service	3.75	Int Fr June 26, 1961		8.22
c/s d/s	2.00			
Mileage	4.20	Attorney		14.50
Commission	<u>5.52</u>	Attorneys Comm		41.39
Total	23.07	Sheriffs Costs		<u>23.07</u>
		Total		363.11

Charles G. Ammerman

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.



Smith, Smith and Work

November 28, 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Associates Discount Corp		No 146	Nov Term 1961	
vs		No 6	Nov Term 1961	
Martin Rebo, Jr				
Martin Rebo, Sr				
Box 295,				
Madera, Pa.				
RDR.,	3.75	Exec Debt		275.93
Levy	3.75			
Service	3.75	Int Fr June 26, 1961		8.22
c/s d/s	2.00			
Mileage	4.20	Attorney		14.50
Commission	5.52			
Total	23.07	Attorneys Comm		41.39
		Sheriffs Costs		23.07
		Total		363.11

Charles C. Ammerman, SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

Kitchen Stove

Refr

Television

Table & Chair (Kitchen)

Living Room Couch & Chairs

All Personal
Property

Seized, taken in execution, and to be sold as the property of

Martin Rebo Jr. & Martin Rebo Jr.

Charles M. Gammie Sheriff

Sheriff's Office, Clearfield, Pa., May 29, 1961

Writ of Execution - Money Judgments.

Associates Discount Corporation

vs

Martin Rebo, Jr. and Martin Rebo, Sr.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA.

NO. 6 November

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Martin Rebo, Jr. and Martin Rebo, Sr., defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of _____, as garnishee,

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due		\$ 275.93
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Interest from June 26, 1961	Attys. Comm.	\$ 41.39
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Costs (to be added)	Attorneys	\$ 14.50
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Tom J. Slagel
Prothonotary



By _____
Deputy

Date November 27, 1961

Proth'y. No. 64

This WRIT is being returned in COMPLIANCE
with the RULE OF CIVIL PROCEDURE No. 3120

William Charney
William Charney, Sheriff

No. 146 November Term, 1961
No. 6 November Term, 1961

IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Associates Discount Corporation

vs.

Martin Rebo, Jr.

Martin Rebo, Sr.

Box 295, Madera, Penna.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

\$275.93

Interest from June 26, 1961

Prothonotary - - -

Use Attorney - - - 44.50

Use Plaintiff - -

Attorney's Comm.

41.39

Satisfaction - - -

Sheriff - - - -

FILED

AUG 17 1972

ARCHIE HILL
PROTHONOTARY

RECEIVED WRIT THIS day
of NOV 27 1961 A. D., 19
at 3:15 P.M.
Sheriff

Smith, Smith & Work
Attorney(s) for Plaintiff(s)

Smith, Smith & Work
Attorney for Plaintiff(s)