

DOCKET NO. 174

Number	Term	Year
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252	May	1961
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Pittsburgh National Bank

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Versus

Lyle J. McCutcheon

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Janice McCutcheon

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We hereby certify that the precise residence address of the within judgment creditor  
is Mezzanine, Frick Building, Pittsburgh 19, Pennsylvania

*Jayde J. Lee*  
Attorneys for Plaintiff

Court of Common Pleas  
of Clearfield County  
May Term 1961  
No. 252

GEORGE W. DOWNER, to the use of  
PITTSBURGH NATIONAL BANK, formerly  
PEOPLES FIRST NATIONAL BANK AND  
TRUST COMPANY

vs.

LYLE J. McCUTCHEON and JANICE  
McCUTCHEON

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 2648.57  
Late Charges - 76.16

Atty's Com. - 15% - 345.15

Filed 5/6/61 *SAC*

**FILED**

10<sup>th</sup> JUN 6 1961 Prothonotary

W.M. T. HAGERTY Attorney for Plaintiff

No. 905 Printed and Mailed by Stationery Store, Clearfield, Pa.

6 S. City

3<sup>rd</sup> Party defendant  
Date filed. CK. 5818.

PEOPLES FIRST NATIONAL BANK & TRUST COMPANY  
PITTSBURGH 30, PA.

PENNSYLVANIA MOBILE HOME INSTALLMENT SALE CONTRACT

Date Aug 19 1957

Buyer Lyle J. McCutcheon Box 64 Luthersburg PA  
(Names of All Buyers) (No. and Street) (City and Postal Zone) (State)

Seller George W. Downer RD 1 Dubois PA  
(Name of Dealer) (No. and Street) (City and Postal Zone) (State)

Seller sells to Buyer (which means all buyers, who if more than one shall be jointly and severally liable hereon) the trailer coach described below with the attachments, accessories and equipment now affixed to it (hereinafter referred to as "Coach") upon the terms stated below. Buyer accepts delivery in good condition as of today.

NEW OR USED	YEAR	NAME OR TRADE NAME	LENGTH AND DESCRIPTION	COLOR AND MODEL	MANUFACTURERS SERIAL NO.
New	1958	Champion	50' 10" wide TRAILER COACH	Red - Black w/ White	8-51-58

(1) Cash Price of Coach including Extra Equipment \$6428.00  
(2) Down Payment—Cash \$607.  
Trade-in: Make 1956 Year 49 \$0.00  
Model 49  
Buyer's Total Down Payment \$607.  
(3) Unpaid Cash Price Balance (Item (1) Minus Item (2)) \$6321.00  
(4) Insurance Premium Cost \$16.26

Kind of Insurance: (Check Proper Coverage).

Fire and Broad Form Theft 5-3441  
483309  
1724.82  
 Comprehensive  
 \$ Deductible Collision 9-362  
 Combined Additional Coverage.  
 Other Insurance—Describe Below:

Expiration Date: ..... Months After Date of Contract

Amount or Extent of Insurance on Coach: Actual Cash Value. Less  
Payable to Buyer. Seller and Assignee as interest may appear.

(5) Other Costs as follows (Itemize) 5487.26

(6) Principal Amount Financed (Sum of Items (3), (4) and (5)) \$1644.

(7) Finance Charge \$1644.

(8) Time Balance (Sum of Items (6) and (7)) \$7131.26

Buyer will pay the Time Balance at any office of Peoples

First National Bank & Trust Company in 60 equal

successive monthly installments of \$167.66 (except  
the last installment, which may be unequal) beginning on

10/31/57. Until all installments and all other  
amounts due hereunder have been paid, Seller shall retain title  
to and a security interest in the Coach. All parts, attachments,  
accessories and equipment now or hereafter affixed thereto shall  
immediately become an integral part of the Coach.

Twink Oaks Tr. Sales (SEAL)  
Seller (Dealer)

By Geo. W. Downer (Title—If Company)

Lyle J. McCutcheon (Buyer)

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

Lyle J. McCutcheon (Buyer)  
Janice McCutcheon (Buyer)

BANK-COPY

*by you or my  
members may be before  
you and my property*

## ADDITIONAL TERMS AND PROVISIONS

C — Buyer will pay a delinquency charge of 2% per month for each month, or any fractional month period in excess of 10 days, on any installments which are in default except by acceleration.

D — Buyer will insure the Coach against all hazards requested by Seller in form and amounts satisfactory to Seller. If Buyer fails to obtain insurance, Seller shall have the right to obtain it at the Buyer's expense. Buyer assigns to Seller all right to receive proceeds of insurance not exceeding the unpaid balance hereunder, directs any insurer to pay all proceeds directly to Seller and authorizes Seller to endorse any draft for the proceeds.

E — Buyer will keep the Coach in good condition and free from liens, will not sell, assign or encumber, without Seller's prior written consent, any rights of Buyer hereunder or in the Coach, nor grant any further security interest in the Coach, will pay promptly all taxes and assessments upon it or with respect to its use, will not use the Coach for hire or illegal purpose, and will not remove the Coach from Pennsylvania without written consent of Seller.

F — The occurrence of any of the following shall be a default hereunder: (1) failure of Buyer to make a payment hereunder punctually on its due date, (2) failure of Buyer to perform any of Buyer's other obligations hereunder, (3) death of any Buyer, (4) institution of any proceeding in bankruptcy or receivership, or insolvency, by or against any Buyer or his property; (5) condemnation or forfeiture action against the Coach, (6) issuance of execution process against any property of any Buyer or (7) if any warranty of Buyer contained herein or statement in Buyer's credit application or statement shall prove to have been false. In the event of a default, Seller shall have the right to (i) require all unpaid installments to be paid immediately and (ii) enter any premises and with or without process of law, and without breach of the peace, take possession of the Coach, wherever found, and any of its contents (which may be held by Seller temporarily for the Buyer without responsibility to him). Buyer shall give Seller notice by registered mail within twenty-four hours after any repossession if Buyer claims that any articles were contained in the Coach at the time of repossession which are not covered by this contract, and failure to do so shall be a bar to any subsequent claim therefor.

G — If the Coach is repossessed other than by legal process, Buyer shall be liable for costs incurred by Seller, or assigns, in retaking, storing and repairing the Coach only if the default exceeded 15 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, and if such costs are supported by the evidence of payment and the record required by law. Upon repossession of the Coach by legal process, Buyer shall be liable for such costs of suit and reasonable attorney's fees as are provided by the laws governing such proceedings.

H — After repossession, Buyer may redeem the Coach and obtain a release of all of Seller's rights therein by payment of the Redemption Price, within 15 days after Seller, if required by law, mails a lawful notice of repossession to Buyer, and also, unless Seller has retained the Coach as hereinafter provided in satisfaction of Buyer's obligations hereunder, at any time before Seller has sold or contracted to sell the Coach. The Redemption Price shall be the then unpaid Time Balance hereof, plus any accrued default charges and other amounts lawfully due hereunder, plus the expenses of retaking, repairing, storing and preparing the Coach for sale for which Buyer is legally liable, less release of the unearned Finance Charge.

I — If the Coach is consumer goods as defined in the Uniform Commercial Code (Pa.), and if Buyer has prior to repossession paid 60% of the Cash Price thereof, Seller shall sell the Coach at public or private sale after the expiration of said 15 day redemption period, if any, and not later than 90 days after repossession. If the Coach is not consumer goods as so 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 the Coach at public or private sale after the expiration of said 15 day redemption period, if any, or (b) propose to retain the Coach to satisfaction of Buyer's obligations hereunder by giving Buyer and when required therefor a reasonable time of such proposal, which proposal, if not objected to by any such recipient within 30 days after receipt thereof, shall be deemed to have been accepted; if said proposal is so objected to, Seller shall sell the Coach at public or private sale. In the event of any public or private sale provided for hereunder, Seller shall give Buyer reasonable notice of the time and place thereof. If the proceeds of said sale are not sufficient to pay the expenses of sale and an amount equal to the above mentioned Redemption Price, Buyer shall be liable for any deficiency determined in accordance with law; any surplus of said proceeds shall be paid to Buyer.

J — Buyer is buying the Coach "as is" and no representations or statements have been made by Seller except as herein stated, and no warranty, express or implied, arises apart from this writing. Buyer warrants that any property taken in trade for the Coach is free from any lien, claim, encumbrance, or security interest.

K — (1) Loss of or damage to the Coach will not release Buyer. (2) All rights of Seller in the subject matter hereof shall pass to any successor in interest of Seller. (3) If any part of this agreement is adjudged invalid, the remainder will not thereby be invalidated. (4) This writing contains the full, final and exclusive statement of the agreement of the parties. (5) Seller and its assignees are hereby appointed Buyer's attorney-in-fact to do all acts and things which Seller and its assignees may deem necessary to perfect and continue perfected the security interest created by this contract and to protect the Coach.

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers to PEOPLES FIRST NATIONAL BANK & TRUST COMPANY (herein called "Bank") the foregoing Contract, and all moneys due or to become due thereunder, and all right, title and interest in the Coach herein described, with full power in Bank in its or our name to take all such legal or other action as we might take, save for this assignment. We warrant that: our title to the Contract and the Coach covered thereby is absolute, free of all liens, encumbrances and security interests, subject only to the rights of the Buyer as set forth therein; the Contract is genuine, arose from the sale of the Coach herein described, and all parties thereto are of full age and had capacity to contract; the description of the Coach and extra equipment is complete and correct; the cash down payment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks or other credit advanced by us to Buyer; all warranties and statements therein are true; there is owing thereon the Total Time Balance set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction, motor vehicle title certificate showing lien or encumbrance in favor of the Bank has been or will be applied for promptly; and that we have no knowledge of any facts impairing the validity or value of the Contract. We waive all demands and notices to which we might otherwise be entitled and consent that without notice to us, Bank may grant indulgences, extensions and renewals or compound and release any rights against any Buyer and the Coach. If any of the foregoing warranties should be untrue, the undersigned shall repurchase, without representation, warranty or recourse, the Bank's rights in the Contract and the Coach from Bank upon demand, and shall pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by Bank in respect thereto, and said remedy shall be cumulative and not exclusive, and shall not preclude the exercise of any other right or remedy that the Bank might have against the undersigned. The benefits hereof shall pass to any successor to the interest of the Bank. The undersigned's further liability shall be governed by the one of the following paragraphs below which undersigned's signature appears. Bank is hereby authorized to correct patent errors in said Contract and all other papers executed, endorsed or signed in connection therewith.

### 1) WITHOUT RE COURSE

Except as otherwise provided in the undersigned's written agreement, if any, with you.

Dealer ..... (Seal)  
(Corporation, Individual or Firm Name)

By ..... (Seal)  
(Officer, Owner or Partner—Title)

### 2) WITH RE COURSE

Undersigned unconditionally guarantees payment of the amount due on said Contract as and when the same shall become due, waiving notice of the acceptance hereof and of defaults on said Contract and also waiving any right to require prior enforcement of any rights against any person or any property.

Dealer ..... (Seal)  
(Corporation, Individual or Firm Name)

By ..... (Seal)  
(Officer, Owner or Partner—Title)

### 3)

Undersigned agrees to purchase from Bank, without representation, warranty, or recourse, the Bank's rights in the Contract and the Coach, should Bank at any time repossess or come into possession of the Coach and become the owner thereof, tender delivery of the same to undersigned at the place where the same is then located. Undersigned agrees to pay, in cash therefor, upon demand an amount equal to the unpaid balance owing on the Contract, regardless of the need of repair or condition of the Coach.

Dealer ..... (Seal)  
(Corporation, Individual or Firm Name)

By ..... (Seal)  
(Officer, Owner or Partner—Title)

## REPURCHASE