

DOCKET NO. 174

Number	Term	Year
252	May	1961

Pittsburgh National Bank

Versus

Lyle J. McCutcheon

Janice McCutcheon

GEORGE W. DOWNER, to the use of PITTSBURGH NATIONAL BANK,
formerly PEOPLES FIRST NATIONAL BANK
AND TRUST COMPANY
Mezzanine
Frick Bldg., Pittsburgh 19, Penna.

In the Court of Common Pleas

of Clearfield County,

of May Term, 19 61

vs.
65 LYLE J. McCUTCHEON and JANICE 55
McCUTCHEON,
Box 64, R.D.1, Luthersburg, Pa.

No. 252

D. S. B.

State of Pennsylvania, }
County of Clearfield } ss.

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 August A. D. 19 57, whereby the Defendants doth promise to pay to the said Plaintiff in monthly installments the sum of Seven Thousand One Hundred Thirtyone and 26/100 (\$7131.26) Dollars, for value received, ~~with interest from~~ and late charges 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 amount then due and late charges ~~xx Dollars with interest from~~ 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 Pennsylvania Mobile Home Installment Sale Contract attached hereto, and attorneys commission of 15%

of all 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 \$ 7131.26 less credits

Original debt - \$7131.26	xx interest from	shown
Balance due - \$2227.26		
Late charges 76.16		
Attys. comm. 345.15		
Total \$2648.57	Attorneys comm. 15% - \$345.15	

Default date - Apr 3, 1961

State of Pennsylvania, }
County of Clearfield } ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, I, Joseph J. Lee, Esq., hereby appear for the Defendants in the stated action without writ, as of May Term, 19 61, and therein confess judgment against them and in favor of Pittsburgh National Bank, formerly Peoples First Natl. Bank and Trust Company the Plaintiff, for sum of \$2648.57 Dollars, ~~with interest from~~

costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon Together with all waivers as contained in Pennsylvania Mobile Home Installment Sale Contract attached hereto, and attorneys commission of 15%.

To William T. Hagerty, Esq.,

Pro. Com. Pleas of Clearfield Co.

Attorney for Defendant s.

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

Joseph Lee
Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County

May Term 19 61

No. 252

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

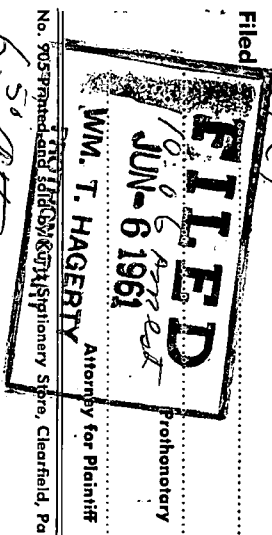
LYLE J. MCCUTCHEON and JANICE
MCCUTCHEON

D.S.B.

Note of Warrant of Attorney

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

Wife Atty's Com. - 15% - 345.15



6.50 Atty
3.00 Atty before
Do not file CK. 5818

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

PENNSYLVANIA MOBILE HOME INSTALLMENT SALE CONTRACT

Date Aug 19, 19 57

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 Du Bois 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	MAKE OR TRADE NAME	LENGTH AND DESCRIPTION	COLOR AND MODEL	MANUFACTURERS SERIAL NO.
NEW	1958	CHAMPION	50' 10" WIDE TRAILER COACH	Red-Black W/WHITE	8-57-58

(1) Cash Price of Coach including Extra Equipment \$6428.00

(2) Down Payment—Cash \$607.

Trade-in: Make ~~Older~~ car 49 1000

Model 49

Buyer's Total Down Payment \$607

(3) Unpaid Cash Price Balance (Item (1) Minus Item (2)) \$5821.00

(4) Insurance Premium Cost \$66.24

Kind of Insurance: (Check Proper Coverage).

☐ Fire and Broad Form Theft \$ 341

483309

☐ Comprehensive 1725.82

☐ \$ 7-3-62 Deductible Collision

☐ Combined Additional Coverage.

☐ Other Insurance—Describe Below:

Expiration Date: _____ Months After Date of Contract

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

(5) Other Costs as follows (itemize) \$587.24

(6) Principal Amount Financed (Sum of Items (3), (4) and (5)) \$6408.24

(7) Finance Charge \$1644.

(8) Time Balance (Sum of Items (6) and (7)) \$7152.24

Buyer will pay the Time Balance at any office of Peoples First National Bank & Trust Company in 60 equal

successive monthly installments of \$ 119.5 (except the last installment, which may be unequal) beginning on

10/5/57 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.

Buyer Warrants that the Coach is Bought Primarily for:
☐ Personal or Family Purpose ☐ Business Use

A—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 OF UNEARNED FINANCE CHARGE whenever all of the Time Balance hereof is liquidated prior to maturity by prepayment, refinancing, or termination by surrender or repossession and re-sale of the Coach; at the option of Seller, TO REINSTATE THIS CONTRACT and obtain a return of the Coach following its repossession, the giving of notice thereof to Buyer and, prior to the sale, lease or other disposition of the Coach by Seller, provided Buyer pays all past due installments, accrued default charges, costs of suit, and, if default at time of repossession exceeded 15 days, the expense of retaking, repairing and storage authorized by law.

B—CONFESSION OF JUDGMENT. Whenever there is a default hereunder, Buyer hereby authorizes and appoints the Prothonotary or Clerk or any attorney of any court of record to appear for and enter judgment against Buyer for all amounts due hereunder, with or without declaration with cost of suit, without stay of execution, and releases all errors in connection with such action and Buyer waives the right of inquiry on any real estate that may be levied on, hereby voluntarily condemns the same and authorizes the Prothonotary or Clerk of any court to enter upon the f. fa. such voluntary condemnation, and agrees that said real estate may be sold on f. fa., hereby waiving and releasing all relief from any and all appraisal, stay of exemption laws of any State or of the United States now in force or hereafter enacted. Buyer further authorizes and empowers any attorney of any court of record within the United States or elsewhere to appear for and to confess judgment against Buyer in an action of replevin to recover possession of the Coach.

This contract is subject to the additional provisions set forth on the reverse side hereof, the same being incorporated herein by reference. If this contract is executed by more than one person as Buyer, it is understood and agreed that the person to be covered by any insurance, other than insurance on the Coach, shall be the FIRST of the undersigned Buyers.

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.

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

By Geo. W. Downer
(Title—If Company)

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

Lyle J. McCutcheon
(Buyer)

Lyle J. McCutcheon (SEAL)
(Buyer)

Janice McCutcheon (SEAL)
(Buyer)

Janice McCutcheon
(Buyer)

BANK-COPY

Dealer Twin Oak Trailer Sales By W. U. Lawler (Seal)
(Corporation, Individual or Firm Name) (Officer, Owner or Partner—Initials)