

**DOCKET NO.** 175

<b>Number</b>	<b>Term</b>	<b>Year</b>
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319	November	1961
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K. L.averill

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**Versus**

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E. M. Resinger

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INSTALLMENT SALE OF CONSUMER GOODS  
OTHER THAN MOTOR VEHICLES

1010-CC75533

## SECURITY AGREEMENT

## SCHEDULE OF COLLATERAL

(Describe each item by make, model and serial number or give a sufficient detailed description to identify each item.)

MANUFACTURER	DESCRIPTION OF EQUIPMENT	MODEL-SERIAL NO.	MOTOR NO.
1010-CC75533	1010-CC75533	1010-CC75533	1010-CC75533

Together with all attachments, accessories and parts used or intended to be used with the above collateral whether now or hereafter installed therein or affixed thereto as well as all substitutions and replacements thereof.

The undersigned Seller (which means the Seller named herein and any assignee of this Agreement) sells to the undersigned Buyer and Buyer buys from Seller, subject to the terms and conditions herein set forth, the collateral described or mentioned in the above Schedule of Collateral for a total time balance computed as follows:

Cash Price	\$ 274.00
Less Down Payment	
Cash	\$ 14.00
Trade-in	\$ 14.00
Unpaid Cash Price	\$ 236.00
Plus:	
Life Insurance	\$
Other Insurance	\$
Carrying Charges	\$ 1.10
Total Time Balance	\$ 237.10

Buyer shall pay the total time balance in 12 equal consecutive monthly installments of \$ 17.11 each (except the last which may be unequal), beginning on the 3rd day of April, 1961, and continuing on the same day of each month thereafter until the total time balance is paid in full, each such installment to be paid at the principal office of Local Finance Co. ("Finance Co.") Clearfield, Pennsylvania, or at any of its other offices. Time of payment of such monthly installments is of the essence of this Security Agreement. Buyer shall pay Seller a delinquency charge of 5c for each dollar of each installment more than 15 days in arrears.

Buyer agrees that Seller shall have, and there is hereby created in favor of Seller, a purchase money security interest in the collateral to secure (i) the payment of the total time balance, (ii) all costs and expenses incurred by Seller in the collection of the same, (iii) all future advances made by Seller for taxes, levies, insurance and repairs to or maintenance of the collateral, and (iv) all other past, present and future direct or contingent liabilities of Buyer to Seller.

In addition to all rights given to Seller by this Security Agreement, Seller shall have all the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code. Until the total time balance is paid in full, title to the collateral shall remain in Seller. Risk of loss of, damage to or destruction of the collateral is on Buyer.

Buyer acknowledges that he has notice of an arrangement by Seller to assign this Security Agreement to Finance Co. and agrees that upon such assignment Finance Co. shall have all the rights and remedies of Seller hereunder and of a secured party under said Code and that upon receipt of notice of such assignment Buyer will render performance of his obligations and duties hereunder to Finance Co. rather than to Seller.

If any of the following events (herein called "events of default") shall occur; that is, if Buyer shall fail to pay any monthly installment according to the terms hereof or shall fail to observe or perform any of the other covenants or agreements hereof, or in case any of the warranties of Buyer herein contained shall prove to be false or misleading, or upon any assignment by Buyer for the benefit of creditors, or if any proceeding in bankruptcy, receivership, reorganization or insolvency shall be filed by or against Buyer, or in the event of the death of Buyer, then, and in any such event, the holder of this Security Agreement may declare the unpaid total time balance immediately due and payable without demand or notice and proceed to exercise one or more of the rights accorded by the Pennsylvania Uniform Commercial Code or otherwise by law.

Buyer hereby empowers the prothonotary or any attorney of any court of record within the United States or elsewhere to appear for Buyer and, with or without one or more declarations filed, enter a judgment or judgments against Buyer in favor of the holder hereof as of any term for the unpaid total time balance with costs of suit and an attorney's commission of 15% for collection, with release of all errors and without stay of execution, and inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution thereon, and exemption of wages from attachment, are also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may hereafter be enacted.

Upon the happening of any event of default, Buyer, upon demand by Seller, shall assemble the collateral and make it available to Seller at a place reasonably convenient to both parties.

If the proceeds of any sale or other lawful disposition of the collateral by Seller, following repossession thereof after the happening of an event of default, are insufficient to pay the amounts required by law, Buyer shall be liable for any deficiency, but Buyer shall be entitled to any surplus if one results after lawful application of such proceeds.

It is understood and agreed that this Security Agreement has been entered into under and pursuant to the Pennsylvania Uniform Commercial Code and that Seller has all the rights and remedies of a secured party thereunder. If any provision hereof shall for any reason be held invalid or unenforceable under said Code, such invalidity or unenforceability shall not affect any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

The rights and privileges of Seller hereunder shall inure to the benefit of its successors and assigns, and the duties and obligations of Buyer hereunder shall bind heirs, personal representatives, successors and assigns. If there be more than one Buyer, the warranties, covenants and agreements of Buyer herein contained shall be joint and several.

## SUBJECT TO THE ADDITIONAL WARRANTIES, COVENANTS AND AGREEMENTS ON THE REVERSE SIDE HEREOF.

WITNESS the due execution hereof this 14th day of April, 1961.

SELLER:

AVERILL TYPEWRITER

SALE'S &amp; SERVICE

By

H. D. Averill  
Phone 37-1111

(Address)

BUYER:

X G. M. Reisinger  
(Individual)4033 Park St.  
Harrisburg

(Residence Address)

(SEAL)

(Individual)

(Residence Address)



K. L. AVERILL

E. M. RESINGER

vs.

State of Pennsylvania,  
County of CLEARFIELD

In the Court of Common Pleas

of CLEARFIELD County,

of *Nov.* Term, 19 61  
No. *319*

D. S. B.

ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant , bearing date the 14 day of August A. D. 19 61, whereby the Defendant doth promise to pay to the said Plaintiff K. L. Averill, the sum of Two Hundred Thirty Three & 16/100 (\$233.16) Dollars, for value received, ~~with interest from~~ 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 , and after one or more declarations filed, to confess judgment against him and in favor of said Plaintiff for the said sum of Two Hundred Thirty Three & 16/100 (\$233.16) Dollars ~~with interest from~~ ~~xx~~ as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: Original debt of \$233.16, less payments on said obligation in the amount of \$38.86, leaving a balance due of \$194.30

of all which said sum, ~~with the interest thereon~~ is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff , to wit: The sum of \$ 194.30

~~Interest from~~ Atty. Commission 29.15

TOTAL 223.45

AMMERMAN & BLAKLEY, By *John Blakley* Attorney for Plaintiff

State of Pennsylvania,  
County of CLEARFIELD

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, E. M. Resinger, the Defendant in the stated action without writ, as of Term, 19 , and therein confess judgment against E. M. Resinger and in favor of K. L. Averill the Plaintiff , for sum of One Hundred Ninety-Four and 30/100 (\$194.30) Dollars, ~~with interest from~~ and costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon , and with attorney 's commission of Twenty Nine & 15/100 (\$29.15) Dollars \$194.30

Atty.'s Comm. 29.15

223.45

AMMERMAN & BLAKLEY, by Attorney for Defendant .

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

We hereby certify that the precise residence address of the within judgment creditor is R. D. #3, DuBois, Penna. *John A. J.*

AMMERMAN & BLAKLEY, By Attorneys for Plaintiff

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Court of Common Pleas

of  
CLEARFIELD  
County

No. 319

K. L. AVERILL

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E. M. RESINGER

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Note of Warrant of Attorney

Debt, - - - \$194.30

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AMERICAN & BLAKLEY <sup>Prothonotary</sup>

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4.50  
Litter  
J. B. Prosser  
#06  
ATTORNEY FOR DEFENDANT

W. H. HAGERTY  
P. W. OFFICES  
AMMERMAN & BLAKLEY  
DUBOIS, PENNA.