

DOCKET NO. 174

Number	Term	Year
<u>B30</u>	<u>May</u>	<u>1961</u>

Dotts Motor Co., Inc.

Versus

Marvin W. Lumadue

Donna Lumadue

STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dotts Motor Co. Inc.

VERSUS

..... Marvin W. Lumadue

..... Donne Lumadue

.....

No.	330	TERM	May	19	61
Penal Debt			\$		
Real Debt			\$ 3487.32		
Atty's Com.	15%		\$		
Int. from		November 3, 1959		
Entry & Tax		By Plff.	\$ 3.50		
Att'y Docket			\$		
Satisfaction Fee			1.00		
Assignment Fee			1.00		
Instrument		D. S. B.		
Date of Same		November 3	19	59	
Date Due		In Installments	19	
Expires			June 16	19	66

Entered of Record 16th day of June
Certified from Record 16th day of June

1961 9:05 AM EST
1961

Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on July 14, 1961, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

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.

Witness



INSTALLMENT SALE CONTRACT

THIS INSTALLMENT SALE CONTRACT made this 3rd day of November 59 between
Dotts Motor Co. Inc., Clearfield, Pa. SELLER, and **Marvin W Lumadue and
 Donna Lumadue** (Name)
 (Name & Address)

709 Dorey St., Clearfield, Pa. BUYER, WITNESSETH THAT: Buyer (which means all buyers jointly
 (Address)

or severally) has today purchased on the following terms and conditions from Seller (which means the Seller above named and any assignee of this contract) the following motor vehicles (hereinafter called car).

Make	Serial No.	Model	Year	Body Type	No.	Cyl.	Radio No.	Heater	New or Used
Ford	0C52X102569	54A	1960	Galaxie Town Sdn	8	Yes	Yes	Yes	New

Check extras Automatic Transmission Power Steering Power Brakes.

Buyer warrants that the purpose for which the car is bought is primarily for: personal, family or household use Business use

Buyer agrees that seller shall have, and there is hereby created in favor of seller, a purchase money security interest in the car until all installments and other sums due hereunder have been paid by buyer. In addition, title to the car shall remain in seller until all installments have been paid in full. Buyer acknowledges receipt of the car, having first examined and tested it and found it to be in first class condition. Any equipment, repairs and accessories placed on the car at any time shall become a component part of the car and covered by this contract. All warranties express or implied and representations of seller regarding the car and this transaction are set forth herein.

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. Buyer further authorizes and empowers any attorney of any court of record within the United States or elsewhere to appear for and to confess a judgment against Buyer in an amicable action of replevin to recover possession of the Car.

This contract is subject to the additional terms and provisions on the reverse side hereof, including power to confess judgment against buyer, all of which are incorporated herein by this reference.

TERMS OF CONTRACT

1. CASH PRICE	<u>\$3382.85</u>
2. DOWN PAYMENT: CASH:	<u>\$</u>
DOWN PAYMENT: TRADE IN	<u>\$454.50</u> <u>\$454.50</u>

Trade:—Year	1960	Make & Model	Fairlane 500 Town Sdn
Gross Allowance	<u>\$2838.85</u>	Less: Pay Off on Trade	<u>2384.35</u>

3. UNPAID CASH PRICE BALANCE	<u>\$928.35</u>
4. INSURANCE PREMIUMS INCLUDED IN CONTRACT AT BUYERS REQUEST	
(a) AUTOMOBILE INSURANCE PREMIUM FOR MONTHS	<u>\$</u>
AUTO COVERAGES—(Check) <u>Own Ins. with Allstate, Carl Ogden, Agent</u>	
(<input type="checkbox"/> Fire & Theft (<input type="checkbox"/> Towing	<u>Comp. and 75.00 Ded.</u>
(<input type="checkbox"/> Comprehensive (<input type="checkbox"/> Windstorm	
(<input type="checkbox"/> Ded. Collision (<input type="checkbox"/> Combined Add'l Coverage	
(b) CREDIT LIFE INSURANCE	<u>\$104.60</u>
(c) ACCIDENT AND HEALTH INSURANCE	<u>\$</u>
TOTAL INSURANCE COSTS (Sum of 4a, 4b, 4c)	<u>\$104.60</u>
5. OTHER CHARGES (Itemize)	<u>\$ -0-</u>
6. PRINCIPAL AMOUNT FINANCED (Sum of 3, 4 & 5)	<u>\$3032.95</u>
7. FINANCE CHARGE	<u>\$454.37</u>
8. TIME BALANCE	<u>\$3487.32</u>

Buyer agrees to pay time balance in 36 installments of \$96.87 each the first of which will be due and payable one month from date hereof. Dec. 15, 1959

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.

Dotts Motor Co. Inc.

(SEAL) Marvin W. Lumadue (SEAL)

Seller (Dealer)

D. Dotts

(Name)

Treas.

(Title)

Buyer

(SEAL)

Donna

Buyer

(SEAL)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF AN EXACT SIGNED COPY OF THE FOREGOING AT THE TIME OF EXECUTION THEREOF.

Marvin W. Lumadue

Buyer

Buyer

ADDITIONAL TERMS AND PROVISIONS

If buyer shall fail to pay any installment or any sum payable hereunder when due, if buyer shall use the car for any illegal purpose, if buyer shall become insolvent or unable to pay its debts, or if buyer shall file a voluntary petition in bankruptcy, or a voluntary petition seeking reorganization or to effect other arrangements with creditors or shall be adjudicated a bankrupt, or if buyer shall make an assignment for benefit of creditors, or if buyer shall be uninsurable or shall fail to maintain insurance as prescribed by seller; or if buyer shall remove the car or permit it be removed from the State of Pennsylvania without written permission of the seller, or if the Vehicle shall be seized by any creditors of the buyer, seller shall have the following rights:

A. To declare immediately due and payable any and all sums due or to become due under the terms hereof and to enter judgment for such amount as hereinafter more fully provided.

B. And/or to take immediate possession of the car wherever found with or without process of law, and for such purpose, Seller may peaceably enter any premises where the car may be found and take possession of it and custody of anything found in it. Buyer shall give seller notice by registered mail within 24 hours after any repossession, if buyer claims that any articles contained in the car at the time repossession were not covered by this contract, and failure to do so will be a bar to any subsequent claim therefor.

If repossession of the Car is effected by legal process, Buyer shall be liable for such costs of suit and reasonable attorney's fees as provided by the laws governing such legal proceedings.

Seller shall furnish Buyer with a written notice of repossession sent by registered mail, directed to the last known address of Buyer, said notice to be in the form required by law:

Buyer shall be liable for all actual, necessary, reasonable and prudently incurred costs of Seller in retaking, storing and repairing said Car only when all the following conditions prevail: (i) when default exceeds fifteen days at the time of repossession, and (ii) when such costs represent actual, necessary and reasonable expenses incurred by Seller in retaking, storing and repairing said Car, excluding any costs incurred in retaking which are charges for services of persons who are regular full-time employees of Seller, and (iii) when such costs are supported by receipts or other satisfactory evidence of payment and the records of Seller show detailed information as to the nature of each item of expense, the amount thereof, the date of payment and to whom paid:

SELLER'S RIGHT TO SELL OR TO RETAIN IN SATISFACTION OF BUYER'S OBLIGATION OR OTHERWISE DISPOSE OF A VEHICLE REPOSSESSED AFTER DEFAULT—If the vehicle is "consumer goods" as defined in the Uniform Commercial Code and Buyer has prior to repossession for default paid 60% of the cash price thereof, Seller shall sell the vehicle at public or private sale after the expiration of the fifteen (15) day redemption period and not later than ninety (90) days from the date of repossession. If the vehicle is not "consumer goods" or if it is not the Lessee has not paid prior to default 60% of the cash price thereof, Seller may, at its option, following repossession (a) sell or otherwise dispose of the vehicle at private or public sale, or (b) propose to retain the vehicle in satisfaction of Buyer's obligation hereunder by giving written notice of such proposal to Buyer and to any other secured party who has a security interest in the vehicle and who filed a financing statement, or is known to the secured party in possession, and if Buyer or other person entitled to receive notification objects within thirty (30) days from receipt of the notification, Seller shall sell or otherwise dispose of the vehicle at public or private sale. In the event of any public or private sale of the vehicle, or any other disposition of the vehicle, the Seller shall give reasonable notice to Buyer, and to any other secured party who has a security interest in the vehicle and who has filed a financing statement or is known to the secured party making the disposition, of the time and place of disposition.

Buyer agrees to keep the car in good physical and operating condition and to maintain and operate the car in strict conformity with all laws and ordinances and to keep it free from all taxes, liens, encumbrances and other security interests. No injury to or loss or destruction of car shall release buyer from his obligation hereunder.

Buyer may have the reasonable value of the Car at the time of said sale and the reasonableness of the expenses of retaking and storing determined in any action or proceeding brought by Seller to recover the deficiency, and the said reasonable value as determined or the said sale price, whichever shall be higher, shall be credited to Buyer on account of Buyer's indebtedness hereunder.

Buyer shall be given reasonable notice of the time and place of any public or private sale of the Car unless Seller has, previous to such sale, retained the Car, as provided by law, in satisfaction of Buyer's indebtedness hereunder.

If any installment is not paid on or before its due date, Buyer agrees to pay to Seller a default charge at the rate of 2% per month on the amount of the installment or installments in arrears, said default charge being payable as the same accrues; provided, however, that said default charge shall be computed on the basis of a full calendar month for any fractional month period in excess of ten days, and provided further that no default charge shall be payable on account of any instalment which is in default because of any acceleration provision in this Contract.

The waiver of any default shall not operate as a waiver of a subsequent default, but all rights hereunder shall continue notwithstanding any one or more waivers.

No express warranties of any kind in respect to the Car have been made by Seller unless endorsed hereon in writing. This Contract constitutes the sole and entire agreement between the parties hereto, no representation of any kind having been made except as set forth herein. Buyer acknowledges that he has notice of an arrangement by Seller to assign this Contract and agrees that, upon such assignment, it shall then be and become an agreement between the assignee and Buyer, and the assignee shall have and possess all the property, rights and remedies to which Seller is now entitled hereunder with the same effect as if this Contract had been originally entered into by and between the assignee and Buyer.

NOTICE TO BUYER

Under the Motor Vehicle Sales Finance Act (a) you may prepay in full or in part the unpaid Time Balance, and upon liquidation in full by prepayment, refinancing or termination by surrender or repossession and resale of the Car you are or may be entitled to a rebate of the unearned portion of the Finance Charge, and (b) upon repossession, Seller may reinstate this Contract and return the Car to you upon your payment (or agreement on mutually satisfactory arrangements therefor) of all past due installments and certain other sums provided therein.

Insurance—If the total rental payable hereunder includes a charge for insurance and if the amount of such charge is stated in the table on the face of this Agreement to be estimated, the difference between such estimated charge (including finance charges thereon) and the actual cost of the insurance, will be adjusted at the time of the final payment hereunder and the amount of the adjustment will be added to or deducted from the amount of such final payment as the case may be. If the total rental includes a charge for automobile insurance and if such insurance is cancelled by the insurance company and if lessor is unable to obtain such insurance in another company, lessor will forthwith notify lessee and lessee will obtain such insurance and deliver the policies representing the same to lessor within ten days after the receipt of such notice. If the total rental payable hereunder, does not include a charge for insurance, lessee shall keep the motor vehicle insured against fire, theft and physical damage in amounts (not less than the unpaid balance of the rental hereunder) and under policies acceptable to the lessor, each of which shall protect lessee and lessor, as their interest may appear, and shall forthwith deliver such policies to lessor; and the lessor may demand possession of the motor vehicle hereunder if the lessee fails to maintain insurance thereon. The proceeds of any insurance paid by reason of the loss or destruction of, or damage to, the motor vehicle shall be applied to the replacement or repair thereof or to the payment of the unpaid rental hereunder at the option of lessor.

DEALER'S ASSIGNMENT

For value received the undersigned hereby assigns the Sales Contract hereon to _____ and hereby sells and transfers the motor vehicle described therein to said assignee, and warrants that the facts set forth in the lease are true, that the said motor vehicle is free from all liens and encumbrances of whatever nature or kind; that said instrument 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 the title thereto; and that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impairs the validity of said instrument or renders it less valuable or valueless; and that the undersigned believes that the facts stated in the lessee's credit statement enclosed are true.

The undersigned represents that the amount of allowance set forth in said Sales Contract for the motor vehicle traded in is the monetary value thereof assigned thereto in good faith; that he does not know or have any reason to know that there is or that there is to be any extension of credit to the Buyer in connection with the Sales Contract by him of the said motor vehicle described in said Sales Contract other than such as are recited therein; and that there are no agreements or understandings between the undersigned and the Buyer whereby the Buyer may make payment other than as recited in the lease.

Signed Dotts Motor Co., Inc.
(Dealer Firm Name)

By D. Dotts, Jr. Treas.

Note: If a corporation, signature must be in name of corporation by officer having authority of board of directors to sign, if a partnership by any of the partners.

