

DOCKET NO. 175

Number Term Year

352 November 1961

City Auto Sales, Inc.

Versus

Robert English

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

City of Altoona, Pa.,
VERSUS

Robert Singslak

No. 160 Term November 1961

To Carl Walker

Prothonotary.

Sir: Enter our appearance for Builders Mutual
Insurance Co. of Adams County, Garfield,

in above case.

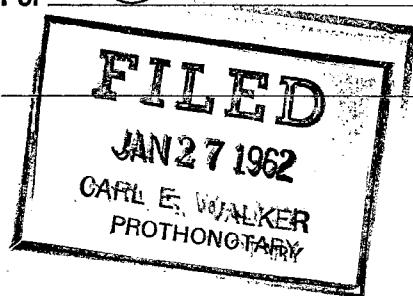
W. M. Sturg & Daugherty
James E. Nesting
Attorney for Garfield.

No. 352 Term 2nd 1961

vs.

APPEARANCE

For E



Praecipe for Writ of Execution - Money Judgments.

CITY AUTO SALES, INC.
VS
ROBERT ENGLISH

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA.
352 Nov 1961
NO. 16 November Term, 19 61

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Adams County;
(2). against the following property

of defendant(s) and
(3). against the following property in the hands of (name) Bankers Mutual Insurance Company, Gettysburg garnishee;
Penns.

(4). and index this writ

(a) against Robert English

defendant(s) and

(b) against Bankers Mutual Insurance Company, as garnishee,
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

Proceeds due Defendant from Garnishee for collision claim

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 1369.26

Interest from \$ 205.39
Atty's. Com.
Costs (to be added) \$

SMITH, SMITH & WORK

BY: W. H. Smith

Attorney for Plaintiff(s)

Proth'y. No. 63

11

Book 34

No. 16 Nov Term, 19 61

Term, 19

RECEIVED WRIT THIS _____ day
of _____ A. D., 19 _____,

at _____ M.

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

Sheriff

vs.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

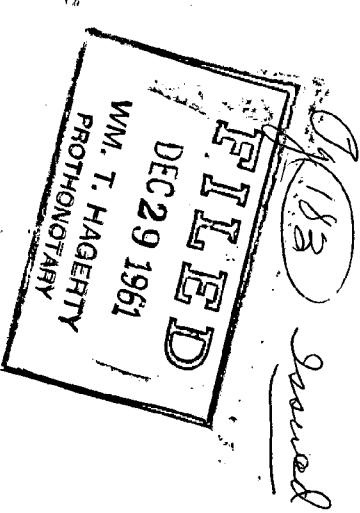
Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -



Attorney for Plaintiff(s)

12/26/61 1369.26 net 1488.02
ORIGINAL

**PENNSYLVANIA MOTOR VEHICLE
INSTALLMENT SALE CONTRACT**

Buyer's Name and Address Robert English R. D. Date Dec. 14, 1960
 (Name) (No. and Street) (City and Postal Zone) (State)
 Seller's Name and Address City Auto Sales, Inc., 216-18 N. Third St., Clearfield Morrisdale Pa.
 (Name of Dealer) (No. and Street) (City and Postal Zone) (State)

Seller hereby sells and Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) hereby purchases, subject to the terms and conditions hereinafter set forth, the following described motor vehicle and extra equipment (herein called the "Car"):

Used New	Yr.	Make—Trade Name	Type of Body If Truck Give Tonnage	Model Number	Motor Number	Serial Number	Cash Delivered Price
Used	57	Dodge Coronet 8	4 Door Sedan			35271087	1,195.00
Used	53	Dodge	Dump			81797314	\$ 1,200.00 1

Itemize: Extra } Automatic Transmission Radio Heater
 Equipment } Power Steering Other:

FOR A CREDIT SELLING PRICE COMPUTED AS FOLLOWS:			
DOWN PAYMENT			
A. Cash.....	\$.....	595.54	\$ 595.54 2
B. Trade-in.....	\$.....		

UNPAID CASH PRICE BALANCE (1-2)= \$ 1,799.46 3

INSURANCE Term 24 Mos.

<input type="checkbox"/> Fire-Theft.....	Halmbold & Stewart Ins.
<input checked="" type="checkbox"/> \$ 100.....	Ded. Collision \$ 144.00
<input checked="" type="checkbox"/> \$ 250.....	Ded. " \$ 70.60

<input type="checkbox"/> Group Creditor Life and Limited Personal Accident, Bail Bond Certificate.....	\$.....
<input checked="" type="checkbox"/> Credit Life Insurance	\$ 214.60 4

OTHER COSTS (Itemize)	\$.....
Pa. Sales Tax.....	\$ 68.00
Pass. Lic. Trans.....	\$ 5.00
Truck title.....	\$ 3.00

PRINCIPAL AMOUNT FINANCED (3+4+5)=	\$ 2,090.06 6
FINANCE CHARGE.....	\$ 376.21 7
TOTAL TIME BALANCE (6+7)=	\$ 2,466.27 8

SCHEDULE OF PAYMENTS

The total time balance shall be paid in 23 successive monthly payments of \$ 102.76 each and a final monthly payment of \$ 102.79.....
 the first payment to be payable on Jan. 14, 1961, and the remaining payments on a like day of each successive month thereafter.

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**

Executed the day and year first above written:

CITY AUTO SALES, INC. Seller

By *Paul Dusek* Pres.

Robert English (Seal)
 (Buyer)

..... (Seal)
 (Co-Buyer)

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

ADDITIONAL PROVISIONS

1. **BUYER AGREES:** to pay a default charge, as provided for by law, on any installment payment or payments in arrears, at the rate of 2% per month for each month or fractional part thereof exceeding ten days; to pay promptly all taxes and assessments on the Car, its use and on this contract; to promptly notify Seller of all changes in the place where the Car is permanently kept (and Buyer represents that at the date hereof, and until further notice, the Car will be kept at his address given herein); to keep the Car free of all liens for storage, services or materials; to keep the Car in good condition and not to use or permit it to be used illegally or for hire; not to abandon or conceal the Car; not to sell, assign or encumber, without Seller's prior written consent, any rights of Buyer hereunder or in the Car, nor grant any further security interest in the Car, nor permit Buyer's rights therein to be reached by judicial process; and that no injury to or loss or destruction of the Car shall relieve Buyer from his obligation to make payments hereunder.

2. Until all moneys payable hereunder are paid in full, Buyer will keep the Car insured against fire, theft and collision, in an amount sufficient to cover Seller's interest therein and with a carrier acceptable to Seller; and if Buyer has not authorized Seller hereunder to purchase such insurance, Buyer will, upon request, promptly furnish Seller with satisfactory evidence of such insurance. Proceeds of any insurance not in excess of the unpaid balance hereunder, whether paid by reason of loss, injury, return premium or otherwise, shall be applied towards the replacement of the Car or payment of this obligation, at the option of the Seller; provided that unexpired premiums received by Seller resulting from cancellation of insurance originally placed at Buyer's expense, shall be credited to any matured unpaid installments.

3. The occurrence of any of the following shall, at the option of Seller and without notice or demand on Buyer, constitute an event of default hereunder: failure of Buyer to make any payment hereunder punctually on its due date; failure of Buyer to observe or perform any of Buyer's other obligations hereunder; any warranties of Buyer contained herein or statements in Buyer's credit application or statement shall prove to have been false; death of Buyer or co-Buyer; Buyer shall become insolvent or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors; there shall be instituted, by or against Buyer, bankruptcy, insolvency, reorganization, debt adjustment or liquidation proceedings; or the Car shall be subjected to, or threatened with, condemnation or forfeiture proceedings. Upon the occurrence of an event of default Seller shall have the following rights: to declare immediately due and payable any and all installments due and to become due hereunder and any other sums lawfully due hereunder, and/or to require the Buyer to deliver the Car to Seller at a place reasonably convenient to both parties, and/or to take immediate possession of the Car wherever found, with or without process of law, and in taking possession Seller may peaceably enter any premises where the Car may be found and take possession of the Car and custody of anything found in it. 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 Car 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.

4. If the Car is repossessed other than by legal process, Buyer shall be liable for costs incurred by Seller, or assigns, in retaking, storing and repairing the Car 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 satisfactory evidence of payment. Upon repossession of the Car 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.

5. Buyer may redeem the Car following repossession for default, at any time for a period of at least 15 days after Seller mails a lawful notice of repossession thereof to Buyer, and at any time thereafter before Seller has disposed, or contracted to dispose, of the Car. The redemption price shall be the then unpaid Time Balance hereof, plus any accrued default charges and other amounts lawfully due hereunder, and if default at the time of repossession exceeded 15 days, Buyer shall also pay the expenses of retaking, repairing and storing authorized by law.

6. If the Car is consumer goods as defined in the Pennsylvania Uniform Commercial Code, and if Buyer has prior to repossession for default paid 60% of the Cash Price thereof, Seller shall sell the Car at public or private sale after the expiration of the aforesaid 15 day redemption period and not later than 90 days from the date of repossession. If the Car 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 or otherwise dispose of the Car at public or private sale, or (b) propose to retain the Car in satisfaction of Buyer's obligation hereunder by giving Buyer written notice of such proposal, and if Buyer objects to such proposal within 30 days of receipt of notice thereof, Seller shall sell or otherwise dispose of the Car at public or private sale. In the event of any public or private sale of the Car, Seller shall give Buyer reasonable notice of the time and place thereof. Seller shall apply the proceeds of any such sale or other disposition to defray the reasonable expenses of sale, the lawful expenses of retaking and storing the Car, and the then unpaid balance of the Time Price plus any then lawfully accrued default charges. After any such application of the proceeds, Buyer shall be entitled to any surplus but Buyer shall be liable for any deficiency.

7. Upon default by Buyer under any of the terms of this contract, Buyer hereby authorizes and empowers the Prothonotary or any attorney of any court of record within the United States, or elsewhere, to appear for Buyer and to confess judgment as often as necessary against Buyer and in favor of Seller or its assigns, as of any term, with or without declaration filed, for such sum or sums as may be payable hereunder (including such as are past due at the time of repossession or acceleration and such as may be payable by reason of acceleration, or such as may constitute a deficiency following resale of the Car) and with costs of suit, release of errors, without stay of execution and, if permitted by law, with 15% added as attorney's collection fees, and Buyer waives the right of inquisition 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 appraisement, stay or 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 a judgment against Buyer and in favor of Seller or its assigns, in an amicable action of replevin to recover possession of the Car.

8. Time is of the essence. Waiver of any default shall not constitute waiver of any subsequent default. Seller's rights and remedies are cumulative and not alternative. Any provision hereof found to be invalid under the laws of Pennsylvania or any other state, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. This contract shall bind the heirs, personal representatives, successors and assigns of the parties hereto; and upon assignment by Seller, the assignee shall have all rights and be subject to all obligations of the Seller hereunder. Pennsylvania law applies to this contract, and its construction and its interpretation.

THIS ASSIGNMENT MUST BE EXECUTED BY SELLER

To induce you to purchase the within contract, the undersigned hereby warrants that: our title to the contract and the Car 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 Car therein described, and all parties thereto are of full age and had capacity to contract; the description of the Car 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 assignee named below 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. If any such warranties should be untrue, undersigned shall repurchase from

LOCAL FINANCE COMPANY, 1 North Third Street, Clearfield, Pa., assignee herein,

said contract, upon demand, and will pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by the above assignee in respect thereto, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that the above assignee might have at law or in equity against undersigned.

For value received, with Recourse without Recourse with a Repurchase Agreement undersigned hereby sells, assigns, transfers, and sets over unto the above assignee, its successors and assigns, the within contract and all right, title and interest in and to the Car therein described, hereby granting full power to the said assignee, to take all such legal or other proceedings as the undersigned might have taken.

Witness..... (Seal)

Seller..... CITY AUTO SALES, INC. (Seal)

Dated: Dec. 14, 1960

By..... Pres. (Seal)

For value received, without recourse, undersigned hereby sells, assigns, transfers, and sets over unto

its successors and assigns the within contract and all right, title and interest in and to the property therein described, hereby granting full power to the said assignee, to take all such legal or other proceedings as the undersigned might have taken.

Dated: 19..... (Company Name) By (Name and Title)

CITY AUTO SALES, INC.
 vs.
 ROBERT ENGLISH
 R.D. Morrisdale
 State of Pennsylvania, { ss.
 County of Clearfield

In the Court of Common Pleas
 of Clearfield County,
 of November Term, 1961
 No. 352

D. S. B.

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 14th day of December A.D. 1960, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Two Thousand Four Hundred Sixty-six & 27/100 (\$2466.27) Dollars, for value received, with interest from December 14, 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 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 Thousand Four Hundred Sixty-six & 27/100 Dollars with interest from December 14, 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 contract, part of 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 \$ 1369.26

Interest from Attyys. Com. 15 % 205.39
 SMITH, SMITH & WORK
 BY: *W. J. Smith*
 Attorney for Plaintiff

State of Pennsylvania, { ss.
 County of Clearfield

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendant in the stated action without writ, as of November Term, 1961, and therein confess judgment against him and in favor of City Auto Sales, Inc. the Plaintiff, for sum of One Thousand Three Hundred Sixty-nine & 26/100 (\$1369.26 Dollars, with interest from costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon

SMITH, SMITH & WORK
 BY: *W. J. Smith*
 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 216 N. Third Street, Clearfield, Penna.

SMITH, SMITH & WORK
BY: *W. R. Smith*

Attorneys for Plaintiff

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

CITY AUTO SALES, INC.

vs.
ROBERT ENGLISH

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$ 1,369.26

Interest, - - -

S/R/ Atty's Com. - 205.39

Filed

S/R/ Atty's Com. 227
FILED
FEB 29 1961

PROTHONOTARY
WM. T. HAGERTY, Attorney for Plaintiff
PROTHONOTARY

4-52 Atty

Writ of Execution - Money Judgments.

City Auto Sales, Inc.

vs.

Robert English

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

NO. 16 November

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania } SS:

County of Clearfield

ADAMS

To the Sheriff of ~~Clearfield~~ County:

To satisfy the judgment, interest and costs against Robert English

, 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 Bankers Mutual Insurance Company, Gettysburg, Pa., as garnishee,

Proceeds due Defendant from Garnishee for collision claim

(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	\$ 1369.26	
Interest from	Attys. Comm.	\$ 205.39
Costs Attorneys	Attorneys, Smith, Smith & Work	\$ 7.00

John J. Hagan
Prothonotary



By

Deputy

Date December 29, 1961

Proth'y. No. 64

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITY AUTO SALES, INC.

VS

No. 16 November Term, 1961

ROBERT ENGLISH

INTERROGATORIES TO GARNISHEE

TO: Bankers Mutual Insurance Company
Gettysburg, Pennsylvania

You are hereby required to file answers to the following
Interrogatories within twenty (20) days after service upon you.
Failure to do so may result in judgment against you:

(1). At the time you were served or at any subsequent
time did you owe the Defendant any money or were you liable to
him on any negotiable or other written instrument, or did he claim
that you owed him any money or were liable to him for any reason?

(2). At the time you were served or at any subsequent
time was there in your possession, custody or control, or in the
joint possession, custody or control of yourself and one or more
other persons, any property of any nature owned solely or in part
by the Defendant?

(3). At the time you were served or at any subsequent
time did you hold legal title to any property of any nature owned
solely or in part by the Defendants or in which the Defendant held
or claimed any interest?

(4). At the time you were served or at any subsequent
time did you hold as fiduciary any property in which the Defendant
had an interest?

(5). At any time before or after you were served did
the Defendant transfer or deliver any property to you or to any
person or place pursuant to your direction or consent and, if so,
what was the consideration therefor?

(6). At any time after you were served did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the Defendant against you?

SMITH, SMITH & WORK

BY


Atty. for Plaintiff

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

No. /¹⁶ Nov. Term, 1961

CITY AUTO SALES, INC.

VS

ROBERT ENGLISH

INTERROGATORIES TO GARNISHEE

Robert English
SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

Praeclipe for Writ of Execution - Money Judgments.

CITY AUTO SALES, INC.
VS
ROBERT ENGLISH

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

PRAECIPE 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 1956 Dodge Tandem Dump Truck located at the
Pa.
City Auto Sales Garage, 216 N. Third Street, Clearfield, of defendant(s) and

(3). ~~against the following property in the hands of (name)~~ ~~xxexxexxx~~

(4). and index this writ

(a) against Robert English

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$ <u>1369.26</u>
Attys. Com.	\$ <u>205.39</u>
Costs (to be added)	\$ _____

SMITH, SMITH & WORK

BY:

Attorney for Plaintiff(s)

Proth'y. No. 63

18

Book 34

No. 15 Nov. Term, 1961

vs.

Praecipe for Writ of Execution

Dissent

OK 9/18/63

FILED	
Oct 29 1961	
WMA. T. HAGERTY	
PROTHONOTARY	

7:00 AM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,

PENNSYLVANIA

City Auto Sales, Inc. : No. 16 November Term, 1961
vs. :
Robert English. :
:

ANSWERS TO INTERROGATORIES

1. Garnishee was collision insurance carrier for Defendant and is liable for the reasonable cost of repairs to Defendant's 1956 Dodge Dual Axel Tandem Dump Truck, Serial No. 81840006, resulting from an accident which occurred December 1, 1961. The exact extent of the damage and cost of repairs has not yet been determined.
2. No except as set forth in the preceding paragraph.
3. No except as set forth in paragraph 1.
4. No except as set forth in paragraph 1.
5. Defendant was instructed to deliver his damaged vehicle to a garage for repairs.
6. No.

BANKERS MUTUAL INSURANCE CO.
OF ADAMS COUNTY

By:

Its

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF ADAMS

On this, the 18TH day of JANUARY, 1962, before
me, J. ANDREW KUGLER, the subscriber, a Notary Public in and
for said state and county, personally appeared WARREN R. APGAR,
SECRETARY of Bankers Mutual Insurance Co. of Adams County, who,
being duly sworn according to law, on his oath deposes and says the facts
set forth in foregoing Answers to Interrogatories are correct according to
the best of his knowledge, information and belief.

J. Andrew Kugler

Sworn to and subscribed before
me the day, month and year aforesaid.

J. Andrew Kugler
Title of Officer: NOTARY PUBLIC

My commission expires MAY 2, 1965

Now January 27, 1962 service accepted and
Copy received.

William J. Smith
attorney for Plaintiff

352 N. 1961
IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

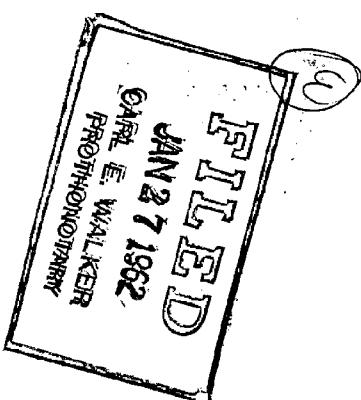
City Auto Sales, Inc., -----

vs.

Robert English, -----

No. 16 November Term, 1961

ANSWERS TO INTERROGATORIES



W. W. King and Davis
Clearfield, Penna.
BROWN, SWEENEY & MACPHAIL
ATTORNEYS AT LAW
GETTYSBURG, PA.
JAN

CITY AUTO SALES, INC.
 vs.
 ROBERT ENGLISH
 R. D. Morrisdale
 State of Pennsylvania, { ss.
 County of Clearfield.....

In the Court of Common Pleas
 of Clearfield County,
 of November Term, 1961
 No. 353

D. S. B.

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 23rd..... day of October..... A. D. 19 59, whereby the Defendant doth promise to pay to the said Plaintiff the sum of One thousand Seven-Hundred Sixty-Three & 28/100/ (\$1,763.28) Dollars, for value received, with interest from October 23, 1959 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 One thousand Seven-Hundred Sixty-Three & 28/100. Dollars with interest from October 23, 1959 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 contract.....
 part
 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 \$ 666.22

Interest from
 Attyys. Com. 15% 93.33
 SMITH, SMITH & WORK
 BY: *W. T. Hagerty*
 Attorney for Plaintiff

State of Pennsylvania, { ss.
 County of Clearfield.....

By virtue of special warrant of Attorney above mentioned, and hereunto annexed,..... Smith, Smith & Work, Attorneys, appear for..... the Defendant in the stated action without writ, as of..... November Term, 1961, and therein confess judgment against..... him and in favor of City Auto Sales, Inc.....
 the Plaintiff, for sum of Six hundred sixty six and 22/100 (\$666.22) Dollars, with interest from.....
 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon.....

SMITH, SMITH & WORK
 BY: *W. T. Hagerty*
 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..... 216 N. Third Street, Clearfield, Penna.

W. H. Smith

Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County
..... Term 1961
No. 353

CITY AUTO SALES, INC.

vs.
ROBERT ENGLISH

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 666.22

Interest, - - -

5/ Ratty's Com. 228
Filed

FILED
DEC 29 1961
WM. T. HAGER Attorney for Plaintiff
PROTHONOTARY

450
J. G. G.

PENNSYLVANIA MOTOR VEHICLE
INSTALLMENT SALE CONTRACT

99880

ORIGINAL

Buyer's Name and Address Robert English R.D.
 (Name) (No. and Street)
 Seller's Name and Address City Auto Sales, Inc.
 (Name of Dealer) (No. and Street)

Date...October 23, 1959.

Morrisdale, Penna.

(City and Postal Zone) (State)

Clearfield, Penna.

(City and Postal Zone) (State)

Seller hereby sells and Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) hereby purchases, subject to the terms and conditions hereinafter set forth, the following described motor vehicle and extra equipment (herein called the "Car"):

Used New	Yr.	Make—Trade Name	Type of Body If Truck Give Tonnage	Model Number	Motor Number	Serial Number	Cash Delivered Price
Used	1951	Ford dump truck	V plate			F8E1HM50242	\$ 1,800 00

Itemize: Extra Equipment } Automatic Transmission Radio Heater
 Power Steering Other:

Description of Trade-In	Yr.	Make	Model	Serial No.
-------------------------	-----	------	-------	------------

Car insurance settlement, where insurance is purchased by Seller, is based upon actual cash value of Car at times of loss, not to exceed limits of liability as set forth in policy, and is payable to Buyer, Seller or Seller's assignee as their interests may appear.

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

Buyer agrees that the monthly payments and all other sums required to be paid hereunder, shall be payable at the office of

LOCAL FINANCE COMPANY
101 North Third Street, Clearfield, Pa.

and that until all such payments shall have been made, the Seller retains title to and has a security interest in the Car and in all parts and accessories now or hereafter installed in or affixed to the Car. Buyer acknowledges that it has received delivery of the Car, having first examined and tested it and found it to be in first class condition and as represented by Seller.

Upon the occurrence of an event of default, Buyer and Co-Buyer, jointly and severally, hereby authorize and empower the Prothonotary, Clerk or any attorney, of any court of record within the United States, to appear for Buyer and/or Co-Buyer and to confess judgment as often as necessary against Buyer and/or Co-Buyer and in favor of Seller or its assigns, as of any term, with or without declaration filed (a) for such sum or sums as may be payable hereunder (including such as are past due prior to acceleration and such as may be payable by reason of acceleration; or such as may constitute a deficiency following resale or other disposition of the Car) with costs of suit and with 15% added, as attorney's fees, and/or (b) in an amicable action of replevin for the Car. With respect to any judgment entered hereon, Buyer and Co-Buyer each release all errors and waive all rights of appeal, appraisal, stay of execution, inquisition and exemption under any law now or hereafter in force, and each hereby agrees that real estate may be sold under a writ of fieri facias, and voluntarily condemns the same and authorizes the Prothonotary or Clerk to enter said condemnation on such writ.

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 Car, shall be the FIRST of the undersigned Buyers.

Executed the day and year first above written:

CITY AUTO SALES, Inc. Seller

By *Paul English* (Co-Buyer)

FOR A CREDIT SELLING PRICE COMPUTED AS FOLLOWS:		
DOWN PAYMENT		
A. Cash.....	\$.....	
B. Trade-in.....	\$.....	
UNPAID CASH PRICE BALANCE (1-2)=		\$ 1,035 00
INSURANCE	Term.....	Mos.
<input type="checkbox"/> Fire-Theft.....	\$.....	
<input checked="" type="checkbox"/> \$100.....	Ded. Collision \$122.00	
<input type="checkbox"/> Comprehensive.....	\$.....	Dimeling & Schrot
<input type="checkbox"/> Group Creditor Life and Limited Personal Accident, Bail Bond Certificate.....	\$.....	
<input type="checkbox"/> Credit Life Ins.	\$.....	\$ 122 00
OTHER COSTS (Itemize)		
title.....	\$ 193.00	193 00
tax.....	\$ 72.00	72 00
	\$.....	
	\$.....	
PRINCIPAL AMOUNT FINANCED (3+4+5)=	\$ 1,422 00	6
FINANCE CHARGE	\$ 341 28	7
TOTAL TIME BALANCE (6+7)=	\$ 1,763 28	8

SCHEDULE OF PAYMENTS

The total time balance shall be paid in 24..... successive monthly payments of \$ 73.47 each and a final monthly payment of \$..... the first payment to be payable on Nov. 25, 1959, and the remaining payments on a like day of each successive month thereafter.

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

Robert English (Seal)
 (Buyer)

..... (Seal)
 (Co-Buyer)

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

Robert English (Seal)
 (Buyer)

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ADDITIONAL PROVISIONS

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 Car; at the option of Seller, TO REINSTATE THIS CONTRACT and obtain a return of the Car following its repossession, the giving of notice thereof to Buyer, and prior to the sale, lease or other disposition of the Car 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 expenses of retaking, repairing and storage authorized by law.

1. Buyer agrees: to pay a default charge, as provided for by law, on any installment payment or payments in arrears, at the rate of 2% per month for each month or fractional part thereof exceeding ten days; to pay promptly all taxes and assessments on the Car, its use and on this contract; to promptly notify Seller of all changes in the place where the Car is permanently kept (and Buyer represents that at the date hereof, and until further notice, the Car will be kept at his address given herein); to keep the Car free of all liens for storage, services or materials; to keep the Car in good condition and not to use or permit it to be used illegally or for hire; not to abandon or conceal the Car, nor deface any identifying marks thereon; not to sell, assign or encumber, without Seller's prior written consent, any rights of Buyer hereunder or in the Car, nor grant any further security interest in the Car, nor permit Buyer's rights therein to be reached by judicial process; and that no injury to or loss or destruction of the Car shall relieve Buyer from his obligation to make payments hereunder.

2. Buyer is buying the Car "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 Car is free from any lien, claim, encumbrance or security interest.

3. Until all moneys payable hereunder are paid in full, Buyer will keep the Car insured against fire, theft and collision, in an amount sufficient to cover Seller's interest therein and with a carrier acceptable to Seller; and if Buyer has not authorized Seller hereunder to purchase such insurance, Buyer will, upon request, promptly furnish Seller with satisfactory evidence of such insurance. Proceeds of any insurance not in excess of the unpaid balance hereunder, whether paid by reason of loss, injury, return premium or otherwise, shall be applied towards the replacement of the Car or payment of this obligation, at the option of the Seller; provided that unexpired premiums received by Seller resulting from cancellation of insurance originally placed at Buyer's expense, shall be credited to any matured unpaid installments.

4. The occurrence of any of the following shall, at the option of Seller and without notice or demand on Buyer, constitute an event of default hereunder: failure of Buyer to make any payment hereunder punctually on its due date; failure of Buyer to observe or perform any of Buyer's other obligations hereunder; any warranties of Buyer contained herein or statements in Buyer's credit application or statement shall prove to have been false; death of Buyer or co-Buyer; Buyer shall become insolvent or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors; there shall be instituted, by or against Buyer, bankruptcy, insolvency, reorganization, arrangement, debt adjustment or liquidation proceedings; or the Car shall be subjected to, or threatened with, condemnation or forfeiture proceedings. Upon the occurrence of an event of default Seller shall have the following rights: to declare immediately due and payable any and all installments due and to become due hereunder and any other sums lawfully due hereunder, and/or to require the Buyer to deliver the Car to Seller at a place reasonably convenient to both parties, and/or to take immediate possession of the Car wherever found, with or without process of law, and in taking possession Seller may peaceably enter any premises where the Car may be found and take possession of the Car and custody of anything found in it. 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 Car 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.

5. If the Car is repossessed other than by legal process, Buyer shall be liable for costs incurred by Seller, or assigns, in retaking, storing and repairing the Car 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 satisfactory evidence of payment. Upon repossession of the Car 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.

6. Buyer may redeem the Car following repossession for default, at any time for a period of at least 15 days after Seller mails a lawful notice of repossession thereof to Buyer, and at any time thereafter before Seller has disposed, or contracted to dispose, of the Car. The redemption price shall be the then unpaid Time Balance hereof, plus any accrued default charges and other amounts lawfully due hereunder, and if default at the time of repossession exceeded 15 days, Buyer shall also pay the expenses of retaking, repairing and storing authorized by law.

7. If the Car is consumer goods as defined in the Pennsylvania Uniform Commercial Code, and if Buyer has prior to repossession for default paid 60% of the Cash Price thereof, Seller shall sell the Car at public or private sale after the expiration of the aforesaid 15 day redemption period and not later than 90 days from the date of repossession. If the Car 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 or otherwise dispose of the Car at public or private sale, or (b) propose to retain the Car in satisfaction of Buyer's obligation hereunder by giving Buyer written notice of such proposal, and if Buyer objects to such proposal within 30 days of receipt of notice thereof, Seller shall sell or otherwise dispose of the Car at public or private sale. In the event of any public or private sale of the Car, Seller shall give Buyer reasonable notice of the time and place thereof. Seller shall apply the proceeds of any such sale or other disposition to defray the reasonable expenses of sale, the lawful expenses of retaking and storing the Car, and the then unpaid balance of the Time Price plus any then lawfully accrued default charges. After any such application of the proceeds, Buyer shall be entitled to any surplus but Buyer shall be liable for any deficiency.

8. Time is of the essence. Waiver of any default shall not constitute waiver of any subsequent default. Seller's rights and remedies are cumulative and not alternative. Any provision hereof found to be invalid under the laws of Pennsylvania or any other state, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. This contract shall bind the heirs, personal representatives, successors and assigns of the parties hereto; and upon assignment by Seller, the assignee shall have all rights and be subject to all obligations of the Seller hereunder. Pennsylvania law applies to this contract, and its construction and its interpretation.

THIS ASSIGNMENT MUST BE EXECUTED BY SELLER

To induce you to purchase the within contract, the undersigned hereby warrants that: our title to the contract and the Car 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 Car therein described, and all parties thereto are of full age and had capacity to contract; the description of the Car 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 assignee named below 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. If any such warranties should be untrue, undersigned shall repurchase from

LOCAL FINANCE COMPANY, 101 North Third Street, Clearfield, Pa., called Assignee herein,

said contract, upon demand, and will pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by the above assignee in respect thereto, and said remedy shall be cumulative and not exclusive.

For value received, undersigned hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Car therein described, with full power in the Assignee in its or our name to take all such legal or other action which we might have taken save for this assignment.

This assignment is made: with recourse; without recourse; or subject to a repurchase agreement.

Dated: Oct. 23, 1959. CITY AUTO SALES, Inc. (Company Name)

By 
(Signature and Title)

For value received, without recourse, undersigned hereby sells, assigns, transfers, and sets over unto

its successors and assigns the within contract, all moneys due and to become due thereon, and all right, title and interest of undersigned in and to the Car therein described, hereby granting full power to the said assignee, to take all such legal or other proceedings as the undersigned might have taken save for this assignment.

Dated: 19..... (Company Name) By (Signature and Title)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITY AUTO SALES, INC.

: 352 Nov 1961

VS

: No. 16 November Term, 1961

ROBERT ENGLISH

:

PRAECIPE

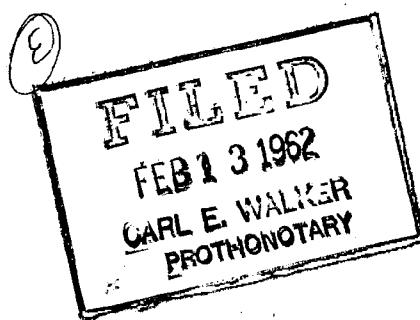
TO CARL E. WALKER, PROTHONOTARY

SIR:

Discontinue the attachment against Bankers Mutual Insurance Company in the above entitled action, and direct the Sheriff to continue with the levy and sale of one 1956 Dodge Tandem Truck, Serial No. 81840006, scheduled for February 19th, 1962, at 10 A.M.

SMITH, SMITH & WORK

BY William H. Smith
Atty's. for Plaintiff



CITY AUTO SALES, INC.

versus

ROBERT ENGLISH and
BANKER'S MUTUAL INSURANCE
COMPANY, GARNISHEE

In the Court of Common Pleas of
the county of Clearfield

of November Term, A. D. 1961

No. 352

Real Debt, - - - - \$ 1574.65

Int. from

Costs, - - - - \$

Entered and filed December 29, 1961

KNOW ALL MEN BY THESE PRESENTS, that City Auto Sales, Inc.,

the plaintiff named in the above entitled judgment, for and in consideration of the sum of one Dollar, lawful money of the United States, to it paid by the defendants above named, the receipt whereof is hereby acknowledged, do hereby forever acquit, exonerate, discharge and release from the lien of the above entitled judgment, the following described property, to-wit:

ALL that certain lot or parcel of land lying, being and situate in the Township of Bradford, in the County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the westerly side of State Highway, U. S. Route No. 322 and in line of land now or formerly of W. D. and C. A. Walker; thence in a southerly direction along right-of-way line of said State Highway two hundred (200) feet to a stake; thence in an westerly direction along land of grantors one hundred and fifty five (155) feet, more or less, to stake in the easterly line of the public driveway; thence in a northeasterly direction along line of the said driveway two hundred and twenty (220) feet, more or less, to stake in line of land now or formerly of W. D. and C. A. Walker; thence in an easterly direction along line of land now or formerly of W. D. and C. A. Walker twenty-four (24) feet, more or less, to an iron pin and the place of beginning.

BEING the same premises which Ernest S. Jury and Oma V. Jury, his wife, granted and conveyed by deed dated the 11th day of June, 1954, to Robert English and Avanell English, husband and wife, not yet recorded.

And it is further agreed that the plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity, so far as respects all other lands and tenements of the said defendants situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF the said City Auto Sales, Inc.,

this Indenture to be signed by its President, has caused
Secretary and has caused the common and corporate seal of the said
corporation to be hereunto affixed this 4th day of July 1964.

Attest:

S. Fred Johnson

Secretary

By

Daniel Duck

President



No. 352 November Term, 1961

45
CITY AUTO SALES, INC.

versus

83
ROBERT ENGLISH and BANKER'S

15
MUTUAL INSURANCE COMPANY,
Garnishee

Release From Lien of Judgment

Upon lot of ground situate in
the Township of Bradford,
County of Clearfield and State
of Pennsylvania

Entered and filed December 29,

1961.

FILED

DEC 4 1964 Prothonotary

CARL E. WALKER
PROTHONOTARY

Clarence R. Kramer
Attorney

PERSONAL PROPERTY SALE

SCHEDULE OF DISTRIBUTION

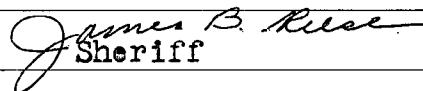
NOW, February 19, 1962, by virtue of the writ hereunto attached, after after having given due and legal notice of the time and place of sale, by hand bills posted on the premises, setting forth the time and place of sale, I sold on the 19th day of February 19 62, the defendant's personal property for \$ Costs plus \$1.00 and made the following appropriations:

<u>Attorney</u>	<u>\$ 14.50</u>
<u>Attorney Commission</u>	<u>205.39</u>
<u>Sheriff Costs</u>	<u>47.20</u>
<u>Bid, City Auto Sales</u>	<u>1.00</u>
<u>Total</u>	<u>\$268.09</u>

Now Feburary 27, 1962 no exceptions having been filed, I return this writ as per appropriation.

So Answers

James B. Reese


James B. Reese
Sheriff

Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

James B. Reese

Sheriff

Writ of Execution - Money Judgments.

City Auto Sales, Inc.

vs.

Robert English

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

NO. 15 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 Robert English

, 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,~~

1956 Dodge Tandum Dump Truck located at the City Auto Sales Garage,
216 N. Third Street, Clearfield, Pa.

(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	\$ 1369.26
Interest from Attorney's Commission	\$ 205.39
Costs (to be added) Attorneys	\$ 14.50

Wm. F. Slagerty
Prothonotary



By

Deputy

Date December 29, 1961

Proth'y. No. 64

Now, February 27, 1962, no exceptions having been filed, I return this Writ as per appropriations.

So Answers,

James B. Reese
James B. Reese
Sheriff

City Auto Sales, Inc.
216-18 N. Third St.
Clearfield, Pa.

Robert English
R.D., Morrisdale, Pa.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$1369.26
Interest from - - -	
Prothonotary - - -	
Use Attorney - - -	14.50
Use Plaintiff - - -	
Attorney's Comm. -	205.39
Satisfaction - - -	
Sheriff - - - -	
<i>ad cost. 20.00</i>	

No. 352 November Term, 19 61
No. 15 November Term, 19 61
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Personal Property Side
RECEIVED WRIT THIS day
of DEC 29 1961 A. D., 19
at 2:30 P. M.
John B. Thompson
Sheriff

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

Smith, Smith & Work
Attorney for Plaintiff(s)