

DOCKET NO. 173

Number	Term	Year
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371	February	1961
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Associates Discount Corporation

Versus

Dorothy May Zilleox



Smith, Smith and Work.

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Associates Discount Corporation 103 N. Brady St, Du Bois, Pa.		No 371	Feb Term 1961	
vs		No 24	Feb Term 1961.	
Dorothy May Zilko				
17 Dixon Ave				
Du Bois, Pa.				
RDR.....\$3.00				
Levy.....3.00				
Service.....3.00				
c/s d/s.....2.00				
Mileage.....5.60				
Comm.....7.08				
Total \$23.68				
Exec Debt.....\$354.16				
Int Fr Mar 30, 1955. \$27.10				
Atty Comm.....53.12				
Atty.....12.50				
Sheriff's Costs.....23.68				
Total \$570.56.				

\$ 20.00 Advance Costs deposit
used for Sheriff's Costs
3-26-64

Charles, G. Ammerman.

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

W 55
S 6 P 0
See

Seized, taken in execution, and to be sold as the property of

Dorothy Dray Zillcox
Charles S. Grimes
Sheriff
Sheriff's Office, Clearfield, Pa., April 12, 1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES DISCOUNT CORPORATION :

VS : No. February Term, 1961

DOROTHY MAY ZILLEOX :

PRAECIPE FOR WRIT OF EXECUTION

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Issue Writ of Execution in the above matter:

- (1). Directed to the Sheriff of Clearfield County;
- (2). Against the following property in the hands of the Defendant:

A 1955 Oldsmobile, Serial No.
55M13828.

(3). Amount due	\$354.16
Interest from 4-30-55	
Attys. Com. 15%	53.12
Costs	

SMITH, SMITH & WORK

BY

Attys. for Plaintiff

Writ of Execution - Money Judgments.

Associates Discount Corporation
vs
Dorothy May Zilleox

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

NO. 24 February

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Dorothy May Zilleox

, 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,

A 1955 Oldsmobile, Serial No. 55M13828

(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	\$ 354.16
Interest from April 30, 1955	Attys. Comm. \$ 53.12
Costs (to be added) Attorneys	\$ 12.50

John T. Lagerty
Prothonotary

By Deputy

Date March 27, 1961

Proth'y. No. 64



RECEIVED WRIT THIS 27 day
of March A. D. 1964,
at 2:15 P.M.
Charles E. Wimmer
Sheriff

No. 371 February Term, 19 61
No. 24 February Term, 19 61
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

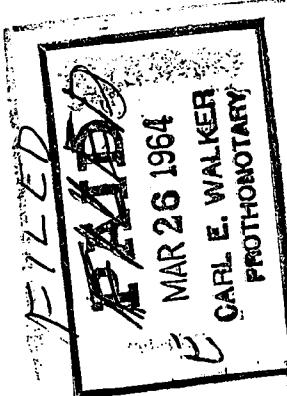
Associates Discount Corporation

103 N. Brady Street
DuBois, Pa. vs.

Dorothy May Zilleck
17 S. Second Street
DuBois, Pa.

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	
Interest from - - -	\$354.16
Prothonotary - - -	4/30/55
Use Attorney - - -	12.50
Use Plaintiff - - -	53.12
Attorney's Comm. - - -	
Satisfaction - - -	
Sheriff - - -	

WRIT OF EXECUTION



19-296

Now, March 26, 1964, the levy having been abandoned, I return this Writ. Advance costs deposit of the plaintiff used for Sheriff's costs.

So Answers,

James B. Reese
James B. Reese
Sheriff

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

Smith, Smith & Work
Attorney for Plaintiff(s)

ASSOCIATES DISCOUNT
 CORPORATION
 vs.
 DOROTHY MAY ZILLEOX,
 17 Dixon Ave., DuBois, Pa.
 State of Pennsylvania,
 County of Clearfield

In the Court of Common Pleas
 of CLEAREFIELD County,
 of February Term, 19 61
 No. 371

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 19th day of September A. D. 19 52, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Two Thousand Five Hundred Eightytwo & 40/100 Dollars, for value received, with interest from Sept. 19, 1952 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 her and in favor of said Plaintiff for the said sum of Two Thousand Five Hundred Eightytwo & 40/100 Dollars with interest from Sept. 19, 1952 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

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 \$ 354.16

Interest from 4-30-55
 Attys. Com. 15% - \$53.12
 SMITH, SMITH & WORK
 BY: *W. T. Hagerty*
 Attorney for Plaintiff

State of Pennsylvania,
 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 February Term, 19 61, and therein confess judgment against them and in favor of Associates Discount Corporation the Plaintiff, for sum of Three Hundred Fifty-four and 16/100 (\$354.16) Dollars, with interest from April 30, 1955 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon, together with all waivers,

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..... 103 N. Brady Street, DuBois, Penna.
SMITH, SMITH & WORK
BY: *W. T. Hager*
Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County
February Term 1961
No. *371*

ASSOCIATES DISCOUNT CORP.

vs.

DOROTHY MAY ZILLEOZ

D.S.B.

Note of Warrant of Attorney

(432)
Debt, - \$ 354.16.
from 4-30-55
Interest, -

S/ Atty's Com. - 53.12.

Filed

FILED

106-100-1
MAR 26 1961
W. T. HAGERTY
Prothonotary

W. T. HAGERTY
PROTHONOTARY for Plaintiff

350 QTY

Associates

PENNSYLVANIA BAILMENT LEASE

(This form is subject to State Legal Requirements)

Date Signed By Lessee and Lessor. September 19, 1952

Branch. DuBois, Penna. - 300, Pennsylvania

Lessee's Name Dorothy Mae Zillecox
and Address (Please Print) (Name)
To Strouse Auto Sales

No. 306 S. Jared St., DuBois, Penna.
(Street) (City and Postal Zone) (County) (State)
Dealer's Address 313 S. Brady St., DuBois, Penna.
(No. and St.) (City) (Postal Zone) (County) (State)

Lessee (which means all lessees jointly and severally) has today leased on the following terms from Lessor, the following described MOTOR VEHICLE:

New or Used	Make of Automobile	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
One New	Pontiac	8	1952	Ch.Dlx.	4 Door	W8WH12943	11111111	11111111

together with all parts, equipment and accessories (including radio now upon or in said automobile or hereafter added by the Lessee) all of which are made a part thereof by this agreement and included in the term "motor vehicle" as used herein.

Dealer must fill out this statement in full and all other blanks in this contract on all copies before Customer signs and deliver to Customer one signed copy signed by Customer and dealer, but serial numbers and other identifying marks may be inserted on delivery of the motor vehicle.

1. Cash Price of motor vehicle including following extra equipment (itemize):	Hydramatic Radio & Heater	\$ 2997.75
2. Down Payment of Rent: Cash		\$
Trade-in: Make	Trade-in: Make	Year
Model: 4 Door	Model: 4 Door	\$ 999.75
Lessee's Total Down Payment of Rent		\$ 999.75
3. Unpaid Cash Balance of Rental		\$ 1998.00
4. Insurance Premium Costs		\$ 179.00

Description of Insurance Coverage: (check below)

Fire & Broad Form Theft Limited Personal Accident
 Comprehensive Creditor Group Life
 \$50.00 Deductible Collision Other Insurance (describe below)
 Combined Additional Coverage
 Towing and Labor Costs (not exceeding \$10.00 for any one disablement) L. H. & A. 129.10

Term of Insurance 24 months after date of contract
(Number of Months)

Amount or Extent of Insurance on Car: Actual Cash Value. Loss payable to Lessor and his assignee as their interest may appear.

5. Other Costs (itemize)	\$ NONE
6. Principal Amount Financed (sum of items 3, 4 and 5)	\$ 2306.10
7. Finance Charge excluding Insurance Premium (item 4) and Other Costs (item 5)	\$ 276.30
8. Time Balance (sum of items 6 and 7). Lessee agrees to pay said Time Balance at the office of The Associates Discount Corporation shown in the right hand corner in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, in	\$ 2582.40

24 monthly instalments of \$ 107.60

beginning on October 27, 1952, and
(Month and Year)

continuing on the same day of each month thereafter
until the Time Balance is fully paid.

said real estate may be sold upon a f.i.f.a. and waives and releases all relief from all appraisal, suit or exemption and homestead laws. Entry of judgment shall not constitute an election.

Upon expiration of this lease, Lessee will return the motor vehicle to Lessor, and if Lessee shall have paid all rental when due, Lessee shall then have the option to purchase said motor vehicle upon further payment of one dollar. Lessee acknowledges that Lessor is not the agent of The Associates Discount Corporation.

Waiver of any default shall not be a waiver of any other default. The holder's rights and remedies hereunder are cumulative. If any part hereof is invalid under the laws of Pennsylvania, such part shall be deemed deleted, but shall not invalidate the rest of this lease.

No oral agreement, representation or warranty shall be binding.

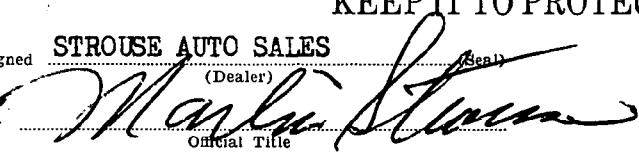
NOTICE TO BUYER

DO NOT SIGN THIS CONTRACT IN BLANK.

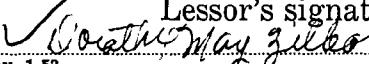
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

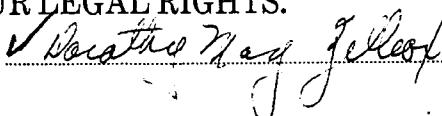
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Signed STROUSE AUTO SALES (Dealer)

By  Official Title

Received an exact copy of the above contract at the time I or we signed it. Such copy contained Lessor's signature identical with such signature on the original.

Customer  Co-Lessee
D179W Rev. 1-52

Signed  (Seal) Customer and

(Seal) Co-Lessee

(Address)

ASSIGNMENT WITHOUT RECOURSE

For value received the undersigned, hereby assigns the bailment lease hereon to the Associates Discount Corporation, without recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the lease are true, that said motor vehicle is free of 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 title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valueless; and further that the undersigned believes that the facts stated in the lessee's credit statement enclosed are true.

The undersigned represents that the amount of the allowance set forth in said lease 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 believe that there is or that there is to be any extension of credit to the lessee in connection with the bailment by him of the motor vehicle described in said bailment lease other than such as recited therein; and that there are no arrangements or agreements or understandings between the undersigned and the lessee whereby the lessee may make payments other than as recited in the lease; that the undersigned is duly licensed under the Pennsylvania Motor Vehicle Sales Act and has duly complied with the requirements thereof with respect to this transaction; and that the certificate of title showing lien or encumbrance in favor of Associates Discount Corporation has been or will be applied for promptly.

Dated this 19 day of September, 1953

STANISLAW GATYSKO
(Dealer) (Firm Name)
By *Stanislaw G. Gatusko*
(Official Title)

STRAIGHT ASSIGNMENT WITH RECOURSE

For value received the undersigned, hereby assigns the bailment lease hereon to the Associates Discount Corporation, with recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the lease are true, that said motor vehicle is free of 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 title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valueless; and further that the undersigned believes that the facts stated in the lessee's credit statement enclosed are true.

The undersigned represents that the amount of the allowance set forth in said lease 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 believe that there is or that there is to be any extension of credit to the lessee in connection with the bailment by him of the motor vehicle described in said bailment lease other than such as recited therein; and that there are no arrangements or agreements or understandings between the undersigned and the lessee whereby the lessee may make payments other than as recited in the lease; that the undersigned is duly licensed under the Pennsylvania Motor Vehicle Sales Act and has duly complied with the requirements thereof with respect to this transaction; and that the certificate of title showing lien or encumbrance in favor of Associates Discount Corporation has been or will be applied for promptly.

The undersigned jointly and severally agree that in the event the lessee in said lease fails to perform his part of the lease hereby assigned, the undersigned will pay forthwith to said Associates Discount Corporation the entire unpaid balance in said lease and further agrees to pay said sum although said motor vehicle is converted or disposed of by the lessee or is confiscated for its unlawful use in violation of any state, city or federal law or is damaged because of a collision, and the undersigned hereby waives all benefit provided for him in Dealer's Protection Agreement No. 1, and the undersigned will further pay said sum although the Associates Discount Corporation prior thereto, without his consent, has waived defaults made by the lessee in performing said lease and/or of granted extension of time to the lessee in which to perform and/or take possession of said motor vehicle.

Dated this 19 day of September, 1953

STANISLAW GATYSKO
(Dealer) (Firm Name)
By *Stanislaw G. Gatusko*
(Official Title)

ASSIGNMENT AND FULL REPURCHASE AGREEMENT

For value received the undersigned, hereby assigns the bailment lease hereon to the Associates Discount Corporation, without recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the lease are true, that said motor vehicle is free of 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 title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valueless; and further that the undersigned believes that the facts stated in the lessee's credit statement enclosed are true.

The undersigned represents that the amount of the allowance set forth in said lease 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 believe that there is or that there is to be any extension of credit to the lessee in connection with the bailment by him of the motor vehicle described in said bailment lease other than such as recited therein; and that there are no arrangements or agreements or understandings between the undersigned and the lessee whereby the lessee may make payments other than as recited in the lease; that the undersigned is duly licensed under the Pennsylvania Motor Vehicle Sales Act and has duly complied with the requirements thereof with respect to this transaction; and that the certificate of title showing lien or encumbrance in favor of Associates Discount Corporation has been or will be applied for promptly.

In consideration of the Associates Discount Corporation purchasing from the undersigned the instrument on the reverse side hereof and accepting the undersigned's assignment of said lease, the undersigned agrees with said Associates Discount Corporation that he will purchase from it the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and purchase said motor vehicle although the Associates Discount Corporation prior thereto, without his consent has waived defaults made by the lessee in performing said lease and/or granted extension of time to said lessee in which to perform.

Dated this 19 day of September, 1953

STANISLAW GATYSKO
(Dealer) (Firm Name)
By *Stanislaw G. Gatusko*
(Official Title)

ASSIGNMENT AND PARTIAL REPURCHASE AGREEMENT

For value received the undersigned, hereby assigns the bailment lease hereon to the Associates Discount Corporation, without recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the lease are true, that said motor vehicle is free of 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 title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valueless; and further that the undersigned believes that the facts stated in the lessee's credit statement enclosed are true.

The undersigned represents that the amount of the allowance set forth in said lease 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 believe that there is or that there is to be any extension of credit to the lessee in connection with the bailment by him of the motor vehicle described in said bailment lease other than such as recited therein; and that there are no arrangements or agreements or understandings between the undersigned and the lessee whereby the lessee may make payments other than as recited in the lease; that the undersigned is duly licensed under the Pennsylvania Motor Vehicle Sales Act and has duly complied with the requirements thereof with respect to this transaction; and that the certificate of title showing lien or encumbrance in favor of Associates Discount Corporation has been or will be applied for promptly.

In consideration of the Associates Discount Corporation purchasing from the undersigned the instrument on the reverse side hereof and the undersigned's assignment of said lease, the undersigned agrees with said Associates Discount Corporation that if the lessee in said lease fails to perform his part of the lease hereby assigned, the undersigned at his election either will pay to the Associates Discount Corporation an amount equal to the entire unpaid balance of said lease in purchase of the motor vehicle described in said lease, upon delivery to the undersigned of the motor vehicle described in said lease, or will pay to the Associates Discount Corporation on demand to be released from such obligation to purchase said motor vehicle.

Dated this 19 day of September, 1953

STANISLAW GATYSKO
(Dealer) (Firm Name)
By *Stanislaw G. Gatusko*
(Official Title)

ASSIGNMENT AND LIMITED REPURCHASE AGREEMENT

For value received the undersigned, hereby assigns the bailment lease hereon to the Associates Discount Corporation, without recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the lease are true, that said motor vehicle is free of 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 title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valueless; and further that the undersigned believes that the facts stated in the lessee's credit statement enclosed are true.

The undersigned represents that the amount of the allowance set forth in said lease 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 believe that there is or that there is to be any extension of credit to the lessee in connection with the bailment by him of the motor vehicle described in said bailment lease other than such as recited therein; and that there are no arrangements or agreements or understandings between the undersigned and the lessee whereby the lessee may make payments other than as recited in the lease; that the undersigned is duly licensed under the Pennsylvania Motor Vehicle Sales Act and has duly complied with the requirements thereof with respect to this transaction; and that the certificate of title showing lien or encumbrance in favor of Associates Discount Corporation has been or will be applied for promptly.

In consideration of the Associates Discount Corporation purchasing from the undersigned the instrument on the reverse side hereof, and accepting the undersigned's assignment of said lease, the undersigned agrees with said Associates Discount Corporation that if the lessee in said lease fails to pay installments of his obligation as set forth therein the undersigned will purchase from said Associates Discount Corporation the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although the Associates Discount Corporation prior thereto, without his consent has waived defaults made by the lessee in performing said lease and/or granted extension of time to said buyer in which to perform.

Dated this 19 day of September, 1953

STANISLAW GATYSKO
(Dealer) (Firm Name)
By *Stanislaw G. Gatusko*
(Official Title)

NOTE: If a corporation, signature must be in name of corporation by officer having authority from board of directors to sign. If a partnership, by one of the partners.

Pennsylvania.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES DISCOUNT
CORPORATION

VS
DOROTHY MAY ZILLEOX

: No. February Term, 1961

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD:

WILLIAM U. SMITH, being duly sworn according to law, deposes and says as follows:

1. He is the Attorney for Associates Discount Corporation, and as such he is authorized to make this Affidavit.

(2). The above Defendant, Dorothy May Zilleox, is indebted to Associates Discount Corporation, the Plaintiff, in the sum of Three Hundred Fifty-four and 16/100 (\$354.16) Dollars, with interest from April 30, 1955, costs of suit and attorneys commission of 15 per cent or \$53.12.

(3). Said obligation is past due and in default, and there remains a balance due thereon in the amount of Three Hundred Fifty-four and 16/100 (\$354.16) Dollars.

(4). The debtor has been requested, both orally and in writing to pay said obligation and clear up the default, but she has failed and neglected to do so, and as a result of said default, said obligation has become due and payable.

(5). Said Defendant has no defense to the obligation, and the same is past due and justly due and owing.

Sworn and subscribed to
before me this 27th day
of March, 1961.

W. U. Smith
(William U. Smith - Atty.)

Mrs. Mildred B. Shryer

NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES DISCOUNT CORPORATION :

VS : No. 371 February Term, 1961
DOROTHY MAE ZILLEOX : No. 34 February Term, 1961

ANSWER TO PETITION TO OPEN JUDGMENT
AND STAY EXECUTION

COMES now Associates Discount Corporation, Plaintiff, and answers Petition to Open Judgment and Stay Execution as follows:

(1). The averments of Paragraph 1 are admitted.

(2). The averments of Paragraph 2 are denied, and attached hereto are United States Postal Receipts for registered mail signed by the Defendant indicating receipt of a copy of Notice as required by said Act, both of which are attached hereto, incorporated herein, and referred to as Exhibits A and B.

(3). The averments of Paragraph 3 are denied as written and it is averred that the Defendant has been given written notice of the fact of repossession as shown by Exhibits A and B, has been given written notice of the sale as shown by Exhibits A and B, and further was informed many times by the Plaintiff of said sale and the resultant deficiency.

(4). It is admitted that Defendant has financed other vehicles with the Plaintiff. It is denied that Defendant has not been informed of a deficiency due from her from the sale which is the subject of this transaction.

(5). The averments of Paragraph 6 are neither admitted nor denied as the same are legal conclusions.

WHEREFORE, Plaintiff respectfully requests your Honorable Court to dismiss the Petition to Open and Stay Execution.

SMITH, SMITH & WORK

BY W. H. Smith
Attys. for Plaintiff

STATE OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD :

P.C. VANTINE, being duly sworn according to law, deposes and says he is the Manager of ASSOCIATES DISCOUNT CORPORATION, a corporation, and as such is duly authorized to make this Affidavit; further, the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.


(P.C. VanTine)

Sworn and subscribed to
before me this day
of April, 1961.

NOTICE OF REPOSSESSION AND SALE

Pennsylvania

Mrs. Dorothy Mae Zillecox
 306 South Jared St.
 DuBois, Penna.

You are hereby notified that the undersigned will at 10 o'clock A.m. on the 29th day of April, 1955 sell the motor vehicle retaken from you. This motor vehicle is stored at

Gairin Pontiac343 South Brady St.

Street

DuBois,

City

Penns.

State

You have the privilege of redeeming the motor vehicle at any time before the date of sale by the payment in full of the following amount:

Balance due on contract	\$ 1081.14
-------------------------	------------

Accrued default charges	\$ 2.88
-------------------------	---------

Cost of retaking, storing and repairing (If in default more than 15 days)	\$
--	----

Total amount	\$ 1084.02
--------------	------------

Less rebate of unearned finance charge	\$ 69.00
--	----------

Net amount due for redemption	\$ 1015.02
-------------------------------	------------

Payment of above amount may be made to or service of any notice had upon R E Henderson, Associates Discount

Corporation, 109 North Brady St. (Branch address)

<u>DuBois,</u>	City	Penns.	State
----------------	------	--------	-------

Dated this 14th day of April, 1955

ASSOCIATES DISCOUNT CORPORATION

By

Exhibit B

DELIVERING
EMPLOYEE

Deliver ONLY to addressee
 Show address where delivered

*Received from the Postmaster the Registered or Insured Article, the number
of which appears on the face of this return receipt.*

1

(Signature or name of addressee)

2

(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 7-12-1955

Form 8811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16-12421-3

Post Office Department
OFFICIAL BUSINESS

Penalty: or private use to avoid payment of postage \$300
(GPO)

Postmark of Delivering Office

APR 15
4 PM
1955

Return to Associate Rec. Co.
(Name of Sender)

Street and Number, 109 W. Broadway
or Post Office Box, Post Office

REGISTERED ARTICLE
No. 27715

INSURED PARCEL

No. 46 16-12481 State A

Exhibit A

Plaintiff accepted the 31st day of April
Kearon, Hagan & Henry
Attorneys for Plaintiff
Kittanning, Pa.

—Lap-over Margin—

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

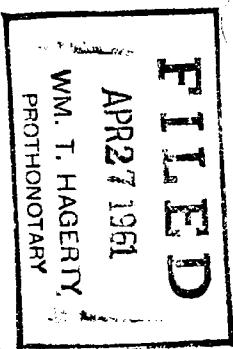
No. 371 Feb. Term, 1961
No. 34 Feb. Term, 1961

ASSOCIATES DISCOUNT
CORPORATION

vs

DOROTHY ZILLEOX

A N S W E R



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES DISCOUNT CORPORATION, :

Plaintiff, : No. 371 FEBRUARY TERM, 1961

-vs-

Defendant. : No. 24 FEBRUARY TERM, 1961

DOROTHY MAE ZILLEOX ,

Defendant. :

PETITION TO OPEN JUDGMENT AND STAY EXECUTION

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The Petition of Dorothy Mae Zilleox respectfully represents:

1. That Plaintiff has entered judgment against your Petitioner to the above number and term, on the basis of a warrant of attorney clause contained in a bailment lease contract, executed by the above parties, whereby your Petitioner purchased a certain 1952 Chevrolet Sedan.

2. In 1955, Plaintiff repossessed said Chevrolet and disposed of the same in violation of and without giving the notices as required by Section 23, Act of June 28, 1947, P. L. 1110, 69 P. S. 623.

3. That as a result of said repossession, Petitioner has reason to believe that Plaintiff has sold said repossessed vehicle notwithstanding the fact that said bailment lease contract gave Plaintiff only the authority to re-lease or hold said vehicle, and not sell said vehicle.

4. That since said repossession, Petitioner has financed the purchase of two other automobiles with Plaintiff, and Petitioner has paid for said automobiles in full; during which time Plaintiff never had informed Petitioner of any

deficiency resulting from the repossession or aforesaid until March, 1961.

5. That Plaintiff unlawfully retains the title to the automobile presently owned by Plaintiff, despite the fact that Petitioner has paid for said automobile in full.

WHEREFORE, you Petitioner prays your Honorable Court to grant a fule against the above named Plaintiff to show cause why the judgment entered in the above entitled case should not be opened and the Petitioner let into a defense, and for a rule on the above named Plaintiff to show cause why the said judgment should not be satisfied of record; meanwhile on proceeding to stay.

Dorothy Mae Zilkov
Petitioner

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

Personally appeared before the undersigned, a Notary Public in and for the County and State aforesaid, DOROTHY MAE ZILLEOX, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

Dorothy Mae Zilleox

Sworn to and subscribed before me this 27th day of April,
1961.

Josephine M. Henry
Notary Public
My Commission expires Jan. 7, 1963

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES DISCOUNT CORPORATION, :
Plaintiff, : No. 371 FEBRUARY TERM, 1961
: :
-vs- :
DOROTHY MAE ZILLEOX, : No. 24 FEBRUARY TERM, 1961
Defendant. : :

R U L E

AND NOW, this 24 day of February, 1961, the Court
having read and considered the foregoing Petition and on motion
of Anthony J. Guido, Esq., Attorney for the Petitioners,
grants a rule on the Plaintiff, to show cause why the judgment
entered in the above entitled cause should not be opened, and
Defendants let into a defense, meanwhile all proceedings to
stay.

Returnable the _____ day of _____, 1961 at _____
o'clock _____ M. C. F. L.

BY THE COURT,

Robert W. Morris
President Judge

especially Commissioning

Served accepted by copy this 29th day of April 1961 and in name of rule waived.

Smith Smith & Work
by Joseph P. Work

Bill Smith

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 371 FEBRUARY TERM, 1961
No. 24 FEBRUARY TERM, 1961

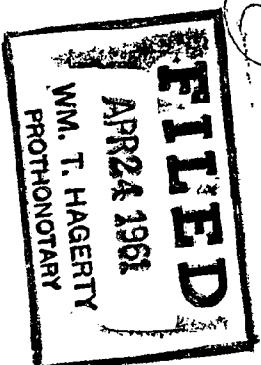
ASSOCIATES DISCOUNT CORPORATION,
Plaintiff,

-vs-

DOROTHY MAE ZILLEOX,
Defendant.

PETITION TO OPEN
JUDGMENT AND STAY EXECUTION

(6)



LAW OFFICES
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA

109 N BRADY STREET