

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		No 37I	Feb Term 1961	
103 N. Brady St, Du Bois, Pa.		No 24	Feb Term 1961.	
vs				
Dorothy May Zilliox				
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.

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

1955
Sec - 686RD

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

Dorothy Mary Zille

Charles A. Ammen

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 ZILLOX :

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. Zimmerman
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 Zilleox
17 Dixon Ave
306 S. Jared Street
DuBois, Pa.

WRIT OF EXECUTION



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

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

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$354.16
Interest from - - -	4/30/55
Prothonotary - - -	
Use Attorney - - -	12.50
Use Plaintiff - - -	
Attorney's Comm. - -	53.12
Satisfaction - - -	
Sheriff - - -	
20.00 Pd.	

Used for Sheriff's
costs, 3-26-64

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 CLEARFIELD 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 / (\$2,582.40) 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 / \$2,582.40 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 53.12 407.28
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. H. Smith
Attorneys for Plaintiff

Court of Common Pleas	
of	Clearfield County
February	Term 19 61
No.	371
ASSOCIATES DISCOUNT CORP.	
vs.	
DOROTHY MAY ZILLEOX	
D.S.B.	
Note of Warrant of Attorney	
Debt, - - - \$ 354.16	
from 4-30-55	
Interest, - - -	
53.12	
Atty's Com. - - -	
53.12	
FILED	
MAR 20 1961	
PROTHONOTARY	
W. T. HAGERITY	
PROTHONOTARY for Plaintiff	

350 cur

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 Zilleox No. 306 S. Jared St., DuBois, Penna.
 and Address (Please Print) (Name) (Street) (City and Postal Zone) (County) (State)
 To Strouse Auto Sales Dealer's Address 313 S. Brady St., DuBois, Penna.
 (Name of Dealer (Lessor)) (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:

One	New or Used	Make of Automobile	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
	<u>New</u>	<u>Pontiac</u>	<u>8</u>	<u>1952</u>	<u>Ch. DLxe.</u>	<u>4 Door</u>	<u>W8WH12943</u>	<u>111111</u>	<u>11</u>

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 Buick-Super Year 1949
 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 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

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 appraisalment, 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.

Lessee's Right to Prepayment Allowance: Unearned finance charge calculated at original contract rate of charge on total amount of full installments to become due and for the term of all subsequent full installment periods. Minimum finance charge \$10.

Default Charges: 2% per month of the amount in arrears for each month or fractional part thereof exceeding ten days.

Lessee's Reinstatement Rights after Repossession: At holder's option, Lessee may reinstate this lease and redeem the motor vehicle within 15 days after notice of repossession, if Lessee pays all past-due installments, accrued default charges, and cost of suit, but, if default at time of repossession exceeds 15 days, Lessee shall pay also the expenses of retaking, repairing and storage authorized by law. Lessee has the right (as distinguished from holder's option) to redeem the motor vehicle and terminate this lease within such 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs, and expenses, minus unearned finance charge. If Lessee does not so redeem, Lessee loses all claim to the motor vehicle.

Said motor vehicle will be kept at (Number and Street) (City and State)

Title to motor vehicle is retained by the holder hereof (meaning Lessor or Associates Discount Corporation, if this lease is assigned to it).

The motor vehicle shall be at Lessee's risk. The holder as creditor of Lessee is authorized to purchase fire, theft and such other insurance in such form and amounts as the holder and Lessee may agree; Lessee hereby assigns to the holder any moneys not in excess of the unpaid balance hereunder which may become payable under such insurance, including return or unearned premiums, and directs any insurance company to make payment direct to the holder to be applied to said unpaid balance and appoints the holder as attorney in fact to indorse any draft. Unexpired premiums received by holder resulting from cancellation of insurance, originally placed at Lessee's expense, shall be credited to any matured unpaid installments.

Lessee agrees: to pay promptly all taxes and assessments upon the motor vehicle and/or for its use or operation and/or on this lease; to keep the motor vehicle free from liens; that all equipment, tires, accessories and parts shall become part of the motor vehicle by accession; not to sell or encumber the motor vehicle or use it for hire or illegally; to send notice by registered mail to the holder within 24 hours after repossession if Lessee claims that any articles not included herein were contained in the motor vehicle at the time of repossession. Time is of the essence. Any notices to Lessee shall be sufficiently given if mailed to the above address of Lessee.

If Lessee defaults on any obligation under this lease, the unpaid time balance shall without notice become due forthwith, together with a reasonable amount (15% if permitted by law) as attorney's fees, if this lease is placed with an attorney. Lessee agrees in such case to pay said time balance and amount or, at holder's election, to deliver the motor vehicle to the holder, and holder may, without notice or demand for performance or legal process, enter any premises where the motor vehicle may be found, take possession of it and custody of anything found in it, and retain all payments as compensation for use of the motor vehicle while in Lessee's possession. The motor vehicle may be held and re-leased in accordance with law; the proceeds less all expenses shall be credited on the amount payable hereunder; Lessee shall pay any deficiency forthwith according to law.

Lessee irrevocably authorizes any attorney of any court of record to appear for and enter judgment against Lessee for all moneys payable hereunder with or without declaration, with costs of suit, release of errors, without stay of execution, and to waive the right of inquisition on any real estate that may be levied upon under such judgment, and voluntarily condemns the same and authorizes the prothonotary or clerk to enter said condemnation upon the f.i.f.a. Lessee agrees that

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) (Seal) Signed Dorothy Mae Zilleox (Seal) Customer and
 By Marlin Strouse (Seal) Co-Lessee
 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 Dorothy Mae Zilleox Co-Lessee (Address)
 D179W Rev. 1-52

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, 19 53
By St. Louis Auto Sales (Dealer) St. Louis Auto Sales (Firm Name)
Harlan (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 granted extension of time to the lessee in which to perform and/or take possession of said motor vehicle.

Dated this _____ day of _____, 19____
By _____ (Dealer) _____ (Firm Name)

(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 _____ day of _____, 19____
By _____ (Dealer) _____ (Firm Name)

(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 _____ day of _____, 19____
By _____ (Dealer) _____ (Firm Name)

(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 _____ day of _____, 19____
By _____ (Dealer) _____ (Firm Name)

(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 Corpora-
tion, 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.

Mrs. Mildred B. Hingee

W. U. Smith

(William U. Smith - Atty.)

NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES DISCOUNT CORPORATION :

VS :

DOROTHY MAE ZILLEOX :

No. 371 February Term, 1961

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 Zilleox
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 Pontiac

343 South Brady St.

Street

DuBois,

City

Penna.

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 fol-
lowing 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)

DuBois,

City

Penna.

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

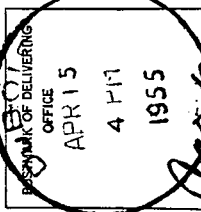
4-12-1955

Form 3811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16-712421-3

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300
(GPO)



Return to Associated Press
(NAME OF SENDER)
Street and Number, or Post Office Box, 109 W. Brady

REGISTERED MAIL

2775 Post Office

NO.

INSURED PARCEL

NO. 16-12491 State

Exhibit A

Received the 27th day of April, 1961
E. Mason, Esq. & Henry
C. Hagerity, Esq.
Attorneys for Plaintiff

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

FILED

APR 27 1961

WM. T. HAGERITY,
PROTHONOTARY

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- :

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 Zilber
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 22nd day of April,
1961.

Joseph 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 24th day of April, 1961, the Court having read and considered the foregoing Petition and on motion of Anthony D. 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.M.L.

BY THE COURT,

Robert H. Morris
President Judge for the Court
Specialty Presiding

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

Smith Smith & Work
by Joseph R. Work.

Bill Smith

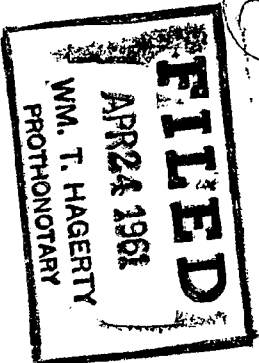
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 371 FEBRUARY TERM, 1961
No. 24 FEBRUARY TERM, 1961

ASSOCIATES DISCOUNT CORPORATION,
Plaintiff,

-VS-

DOROTHY MAE ZILLEOX,
Defendant.

PETITION TO OPEN
JUDGMENT AND STAY EXECUTION



LAW OFFICES
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
Du Bois, PENNSYLVANIA
109 N. BRADY STREET