

DOCKET NO. 173

Number	Term	Year
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548	February	1961
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Gulf Oil Corporation

Versus

Penbrook Contracting Corp.

William E. Crum

JUDGMENT NOTE

\$14,057.27

Clearfield, Pa. January 30, 1961.

For value received, Penbrook Contracting Corporation, a corporation existing under the laws of the State of Delaware, promise to pay to the order of Gulf Oil Corporation, a corporation existing under the laws of the State of Pennsylvania, the sum of Fourteen Thousand, Fifty-seven and 27/100 dollars (\$14,057.27) as follows: \$1,057.27 due February 15, 1961 and \$1,000.00 due on the 15th of each month for the next ten months with a final payment of \$3,000.00 due on January 15, 1962. It is hereby agreed by Penbrook Contracting Corporation that all remaining installments will become immediately due and payable in the event of non-payment at maturity of any installment scheduled hereon.

And further, Penbrook Contracting Corporation does hereby empower any attorney of any Court of Record within the United States or elsewhere to appear for Penbrook Contracting Corporation and after one or more declarations filed, confess judgment against Penbrook Contracting Corporation as of any term for the above sum with Costs of Suit and Attorney's commission of 15 per cent for collection and release of all errors, and without stay of execution and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

IN WITNESS WHEREOF, the Penbrook Contracting Corporation has caused its corporate signature to be signed hereunto by its President, and its corporate seal to be affixed and duly attested by its Secretary this day of , 1961.

PENBROOK CONTRACTING CORPORATION

William E. Crum
William E. Crum, President

Attest Seal:

Stanley E. Crum
Stanley E. Crum, Secretary

In consideration of Gulf Oil Corporation accepting this Judgment Note, WE, the undersigned President and Secretary-Treasurer, respectively, of Penbrook Contracting Corporation personally and individually guarantee payment of this obligation.

David F. Hutchard
Witness

L. R. Flinchcraft
Witness

William E. Crum

Stanley E. Crum

548 J-1-1961

FILED 21

JUDGMENT NO. 1

January 30, 1961

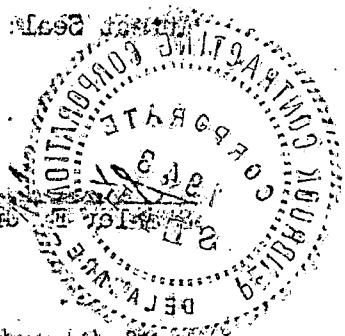
For value received, Penbrook Contracting Corporation, a corporation existing under the laws of the State of Pennsylvania, promise to pay to the order of Gulf Oil Corporation, a corporation existing under the laws of the State of Pennsylvania, the sum of seventeen thousand five hundred and no/100 dollars (\$17,500.00) as follows: \$1,000.00 due on the 15th of each month for the next ten months with a final payment of \$3,000.00 due on January 15, 1962. It is hereby agreed by Penbrook Contracting Corporation that all remaining obligations will become immediately due and payable in the event of non-payment of any installment scheduled hereon.

And further, Penbrook Contracting Corporation does hereby empower any and every of its officers or agents within the United States or elsewhere to appear for Penbrook Contracting Corporation and after one or more declarations filed, confess judgment against Penbrook Contracting Corporation as of any term for the above sum with costs of suit and Attorney's commission of 15 per cent for collection and release of all errors, and without stay of execution and installment and extension upon any levy on real estate is hereby waived and condemnation agreed to and the execution of personal property from levy and sale on any execution thereon is also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

IN WITNESS WHEREOF, the Penbrook Contracting Corporation has caused its corporate officers to be signed hereunto by its President, and the corporate seal to be affixed and duly attested by its Secretary this 19th day of January, 1961.

PENBROOK CONTRACTING CORPORATION

William E. Cram, President



In testimony whereof, the Penbrook Contracting Corporation has caused its corporate officers to be signed hereunto by its President, and the corporate seal to be affixed and duly attested by its Secretary this 19th day of January, 1961.

I hereby certify the precise residence address of the within judgment creditor is

84114
1000 1st Avenue
and the first known address of the defendant is 1000 1st Avenue
Philadelphia, Pa.
Plaintiff

FILED
APR 21 1961
1:40 P.M. EST
WM. T. HAGERTY
PROTHONOTARY

350

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HENRY COLTON

VS

LOIS KOLENA

No. 157 *May* February Term, 1961

In Trespass

C O M P L A I N T

(1). The name of the Plaintiff is Henry Colton, an individual who resides at 99-27-211 Place, Queens Village, Jamaica 22, Long Island, New York.

(2). The name of the Defendant is Lois Kolena, an individual who resides in Snow Shoe, Clearfield County, Pennsylvania.

(3). On the 15th day of December, 1960, Plaintiff was the owner of a 1957 Plymouth sedan in good repair.

(4). On the aforesaid day at about 6:30 P.M., Plaintiff's automobile was being operated with Plaintiff's consent by his brother, Joseph Colton.

(5). On the aforesaid date at about 6:30 P.M., said car, while being operated by Plaintiff's brother, skidded on a side road leading onto Route 53 in the Village of Snow Shoe, and came to rest completely off the road in a drainage ditch contiguous thereto.

(6). On the aforesaid day, at the same time, the Defendant was operating a vehicle on said side road leading onto Route 53 in the Village of Snow Shoe in a northerly direction.

(7). On the aforesaid date, at the aforesaid time, the Defendant drove said vehicle into Plaintiff's vehicle which was completely off said highway.

(8). Said Defendant was negligent in the operation of her vehicle in that:

(a). She was operating her car at a speed in excess to that which the conditions required.

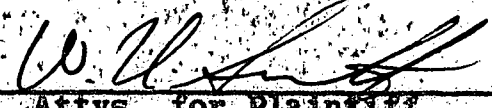
(b). She failed to maintain a proper look-out so that she could observe Plaintiff's car which was completely off the aforesaid road and so that she could stop or turn in time to avoid said car.

(c). She failed to operate her car in a careful manner or maintain a careful look-out so that she could turn her car to avoid Plaintiff's car or otherwise come to a stop.

(9). As a result of said accident, Plaintiff's car suffered damages in the amount of \$309.35, a copy of which is attached to this Complaint, marked "exhibit A", and incorporated herein.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of \$309.35, together with interest.

SMITH, SMITH & WORK

BY 
Attys. for Plaintiff

STATE OF NEW YORK

COUNTY OF

SS

HENRY COLTON, being duly sworn according to law, deposes and says the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Henry Colton
(Henry Colton)

Sworn and subscribed to

before me this 1st day

of April, 1961.

Jack Reed

RECORDER OF DEEDS

MY COMMISSION EXPIRES

FIRST MONDAY IN JANUARY 1962

4
Phone MU 4-0778

Lamborn Service Station

LUBRICATION — GENERAL REPAIRS — STATE INSPECTION

R. D. No. 4 Box 25

Tyrone, Pa.

Joe Catlan

1957 Bly Jan 5 1961

Transmission Remove & Replace \$25.00
Band, Sash to oil 15.00

\$4.00
1.60
\$41.60

tail

Paid In Full
C. S. Lamborn

"Exhibit A"

Gill's Auto Body and Alignment Shop

GEAR SYSTEM WHEEL ALIGNMENT, AXLE AND FRAME STRAIGHTENING

PHONE MU 4-1844

Orchard Creek

TYBONE, PA.

Name

Henry J. Colton

Date

Jan. 16, 1961

Address

Ramsey Pk.

Phone

Mileage

Make and Model

License No. and State

Motor No.

Car No.

1957 Ply 2 Door Sedan

INSTRUCTIONS

Parts

Labor

Repair Wreck Damage as per Estimate

249.55

additional Repairs Required

Straighten Weld & Repair floor & Side

" " Repair Wheelhouse Panel

17.50

" " Right CD Panel Inner Construction

Salvage

70

COMMENTS ON REPAIR ORDER

This Labor and Material is ordered by me, for which I have authority to order, to be listed at your regular prices. I agree to pay cash when work is completed, or on satisfactory terms to you, and until paid in full. It shall constitute a lien on this automobile.

If collection is made by suit or otherwise, I agree to pay interest until paid, also collection costs, including a reasonable Attorney's fee, and hereby waive all rights to claim exemption under the State Law.

I further agree that you will not be held responsible for cars, or articles left in care in case of loss from fire, theft, accidents or other causes beyond your control. My car is driven by your employees at my own risk.

TOTAL LABOR-CASH

267.75

PARTS

TOTAL AMOUNT

AUTHORIZED BY

SALES TAX

TERMS STRICTLY CASH

Tyrone, Pa., January 16, 1961

Henry J. Colton

Ramey, Penna.

In Account With

Gill's Auto Body and Paint Shop

BEAR SYSTEM WHEEL ALIGNMENT
AXLE AND FRAME STRAIGHTENING
24 HOUR WRECKER SERVICE

Phone MU 4-1644

TYRONE, PA.

Estimate of Repairs

1957 PLYMOUTH 2 DOOR SEDAN

- / Install & Refinish Used R. Door (2) Colors
- / Install (3) New Door Mldgs.
- / Install & Refinish New R. Rocker Panel
- / Install New R. Door Outside Handle
- / Install New R. Door Glass
- / Install New R.Q. Panel Mldg. & Clips
- / Install New Savoy Name Plate & Clips
- / Install New Paint and Material (2) Colors
- / Install New R. Door Step Plate
- / Straighten & Refinish R. Quarter Panel
- / Straighten & Refinish R. Door Lock Pillar
- Remove, Repair & Reinstall Transmission

TOTAL PARTS
TOTAL LABOR

PARTS	LABOR
40.00	25.20
8.40	NC
12.50	24.75
5.35	NC
10.00	2.25
6.70	1.35
2.20	.90
11.00	NC
3.85	NC
	72.00
	13.50
100.00	139.95
139.95	
239.95	
9.60	
249.55	

Pennsylvania sales tax

Possible Floor Damage

Exhibit A

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

No. *157* Feb. Term, 1961
Henry
In Assumpsit

HENRY COLTON

VS

LOIS KOLENA

COMPLAINT

TO THE WITHIN DEFENDANT:

You are hereby required to
file defensive pleadings to
the within Complaint within
twenty days from service here-
of.

SMITH, SMITH & WORK

BY *W. A. Smith*
Attys. for Plaintiff

I hereby certify this to be a true and
at tested copy of the original statement
filed in this case.
Attest: *W. A. Smith*

Prothonotary

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

Lap-over Margin