

DOCKET NO. 173

Number	Term	Year
589	February	1961

Universale C.I.T. Credit Corp.

Versus

James H. Clutter

James W. Clutter

IN THE COURT OF COMMON PLEAS OF

UNIVERSAL C. I. T. CREDIT
CORPORATION

Clearfield

County,

of

Term, 1961

-N

versus

JAMES H. CLUTTER and JAMES
W. CLUTTER
R. D. 1
Berwindale, Pennsylvania

Debt.

\$1,044.15

Atty's Commission,

§ _____ §

Int. from

Die

Clearfield

County, ss.

bailment lease

The Plaintiff's claim in this case is founded on a ~~single bill or judgment note~~ ^{bill of exchange}, signed, sealed, and dated the 4th day of September A. D. 19 58, by which the Defendants promise to pay to the order of the Plaintiff in 36 monthly ~~after date, the sum of~~ instalments, the sum of Three thousand ninety-one and 32/100 (\$3,091.32) Dollars, without defalcation, value received.

~~bailment lease~~

and which said single bill or judgment note contains a power of attorney authorizing any attorney of any Court of Record in the United States; or elsewhere, to appear therein for said Defendant and confess judgment in favor of the said Plaintiff, for the above sum, with costs of suit, and attorney's fees and costs of xxxxxxxxxxxxxxxxx for collection, and release of all errors; and without stay of execution, waiving the benefit of the exemption laws; with waiver of inquisition and extension upon any levy on real estate, agreeing to condemnation and sale on Fi. Fa. of the same

Attorney for Plaintiff

CLEARFIELD

COUNTY, ss.

By virtue of the power of attorney above recited,.....I.....*do hereby appear for the*
said Defendants and confess judgment in favor of the said Plaintiff for the sum of One
thousand forty-four and 15/100 (\$1,044.15) ----- Dollars debt
xxDollars attorney's commission,
in all xxxDollars,
with interest thereon from the 4th day of September

A. D. 1958., with costs of suit, release of all errors, and without stay of execution, and I hereby, for said Defendant ; waive inquisition and extension, and agree to the condemnation and sale on Fi. Fa. of any real estate levied upon, and further waive the exemption of real and personal property from levy and sale on execution hereon, under and by virtue of any exemption law now in force, or which may hereafter be passed.

Attorney for Plaintiff

I hereby certify that the residence of the Plaintiff in this judgment is 650 Madison Avenue, New York 22, New York

David Arnold Attorney for Plaintiff

No. 589 Sub Term, 1961

UNIVERSAL C. I. T. CREDIT

CORPORATION

versus

JAMES H. CLUTTER and JAMES W.

CLUTTER

D. S. B.

Debt, - \$1,044.15

Atty's Com., \$

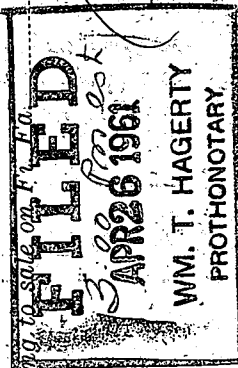
Int. from \$

Due \$

Waiving Exemption

Waiving Inquisition

Agreeing to Condemnation



PENNSYLVANIA BAILMENT LEASE

This form is subject to State legal requirements.

Date signed by Lessee (Customer) September 4 19 58

Lessee (which means Customer and all Co-lessees jointly and severally) has today leased from Lessor, under the terms and provisions on the face and back hereof, and has examined, accepted in its present condition and received delivery from Lessor of the following MOTOR VEHICLE (hereinafter called "Car"):

YEAR AND MAKE	NO. CYL.	SERIES NAME (Also "No." if applicable)	BODY TYPE & MODEL NO. (if truck, tons capacity)	SERIAL NO.	MOTOR NO.	LICENSE NO.
New Ford	8	Fair	4 dr. sdn.	H8FT 275731		

LESSEE (Customer) Name Number and Street City P. O. Zone and State	LESSOR (Dealer) Name Number and Street City P. O. Zone and State
James W. Clutter James H. Clutter R.D. 1 Berwinsdale, Pa.	Stoltz Motor Co. 611 5th Avenue Patton, Pa.

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

Schedule of Unequal Payments

(If Space Is Inadequate, Attach Rider)

\$.....on.....19.....
\$.....on.....19.....
\$.....on.....19.....
\$.....on.....19.....
\$.....on.....19.....
\$.....on.....19.....

**INSURANCE COVERAGES
HEREIN DO NOT INSURE
AGAINST LIABILITY FOR
BODILY INJURY OR PROP-
ERTY DAMAGE.**

DESIGNATION OF INSURED

For insurance, if any, to be obtained in connection herewith, other than insurance on the car, Lessee designates as the person to be covered the individual whose signature on behalf of Lessee first appears below. (Such signer for corporation must be an officer; for partnership, a partner.)

- (1) Cash Price of Car including following Extra Equipment (specify)..... \$ 3087.00
☐ Radio ☒ Heater ☐ Air-Cond. ☒ Over-Drive ☐ Automatic Trans.
☐ Power Steering ☐ Power Brakes ☐ Power Seats ☐ Power Windows ☐ ~~Power Locks~~
 Charges for Delivery, Installation, Repair or Other Services (if any)..... \$
 Total Cash Selling Price if this were a cash sale (sum of above items)..... \$
 (2) Down Payment of Rent: Cash..... \$ 115.00
 Trade-in: Year and Make..... 1957 Ford
 Model..... Serial No. A7BG 178372
 Gross Allowance \$ 1700.00 Less Allowance \$ 1083.50 Net Allowance \$ 616.50
 Lessee's Total Down Payment of Rent..... \$ 731.50
 (3) Unpaid Cash Balance of Rental..... \$ 2355.50
 (4) Insurance Premium Cost, if any, included for following coverages:
 No coverages included except as checked below.
 (a) Car Insurance Premium: For term of 36 months from date hereof..... \$ 264.50
 Actual Cash Value; loss payable as interest may appear.
☐ Fire and Broad Form Theft ☐ Combined Additional Coverage
☒ Comprehensive ☒ Towing and Labor Costs (not exceed-
☒ \$ 100 Deductible Collision ing \$10 for any one disablement)
 (b) Other Insurance:
☐ Credit Life Insurance (Decreasing Term): For term of this lease..... \$
☐ Limited Personal Accident Insurance: Enter premium for applicable term

12 mos. \$1.00	18 mos. \$1.50	30 mos. \$2.50
15 mos. \$1.25	24 mos. \$2.00	36 mos. \$3.00

 (5) Other Costs (itemize)..... \$
 (6) Principal Amount Financed [sum of items (3), (4) and (5)]..... \$ 2620.00
 (7) Finance Charge excluding Insurance Premium (item 4) and Other Costs (5)..... \$ 471.32
 (8) Time balance [sum of items (6) and (7)],..... \$ 3091.32

which Lessee agrees to pay in 36 monthly instalments of \$ 85.87 each and one final instalment of \$....., all payable the like date of each successive month commencing October 17, 19 58, or if no date is specified, one month after date of this lease, or as indicated in Schedule of Unequal or Irregular Payments shown above. The term hereof is from the date of this lease to the maturity date of the final instalment.

Said car will be kept at..... County of..... State of.....

(Number, Street and City)

Lessee irrevocably authorizes any attorney of any court of record to appear for and enter judgment against Lessee for all monies 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 fi. fa. Lessee agrees that said real estate may be sold upon a fi. fa. and waives and releases all relief from all appraisement, suit, or exemption and homestead laws. Entry of judgment shall not constitute an election.

(Continued over)

Accepted:

The foregoing lease is hereby assigned under the terms of the assignment on the reverse.

By Stoltz Motor Co. Signature of Dealer (Lessor)
James W. Clutter Title Partner
 Instalment Dealer's License Certificate No.

NOTICE TO LESSEE. 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.

X James W. Clutter Lessee and Co-lessee
 X James H. Clutter

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.

Full Address of Co-lessee.....
 7709R 7-57 Automobile.....
 (OVER) X James W. Clutter Lessee and Co-lessee
 X James H. Clutter

DUPLICATE ORIGINAL

THE FOLLOWING PROVISIONS ARE PART OF THE LEASE SIGNED ON THE OTHER SIDE BY CUSTOMER (LESSEE) AND DEALER:

Lessee's Right to Prepayment Allowance: The unearned finance charge to be refunded to Lessee shall be the proportion of the total finance charge as the sum of the periodical time balances after the date of prepayment bears to the sum of all the periodical time balances under the schedule of payments herein. 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 car 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 car 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 car.

Lessee, having been quoted both a time price and a lesser cash price, has elected to buy the car for the time price, which is the sum of the time balance and total down payment. Title to the car is retained by Lessor until said time balance is fully paid in money to the holder hereof (meaning Lessor or its assigns if this contract is assigned) when title shall pass to Lessee.

The car shall be at Lessee's risk and Lessee shall procure and maintain for the term hereof insurance against all physical damage risks at Lessee's expense in such form and for such amounts as holder may require, the proceeds thereof to be payable as interests shall appear. Holder may, as creditor of Lessee, purchase such insurance effective from the beginning of the term hereof and also at any time and from time to time thereafter, although nothing herein contained shall impose a duty upon holder so to do. Lessee will reimburse holder for the actual cost of such insurance to the extent that the same is not included in the time balance; the amount of such reimbursement together with interest thereon at the highest lawful contract rate to be paid in equal installments over the remaining term concurrently with the remaining unpaid installments set forth above, and to constitute an additional obligation of Lessee hereunder. Lessee hereby designates holder as loss payee and assignee of any monies not in excess of the unpaid balance hereunder which may become payable under such and other insurance, including return or unearned premiums; and directs any insurance company to make payment direct to holder to be applied to said unpaid balance and appoints holder as attorney in fact to endorse any draft. In the event of any default under this contract, holder is authorized to cancel said insurance and credit any premium refund received against said unpaid balance.

Lessee agrees to pay promptly all taxes and assessments upon the car and for its use or operation and on this contract to keep the car free from liens that all equipment, tires, accessories and parts shall become part of the car by accession; not to sell, encumber or abandon the car or use it for hire or illegally; to send notice by registered mail to holder within 24 hours after repossession if Lessee

claims that any articles not included herein were contained in the car at the time of repossession; failure to do so being a waiver of and bar to any subsequent claim therefor; that any notices to Lessee shall be sufficiently given if mailed to the address of Lessee stated herein.

Time is of the essence. If Lessee defaults on any obligation under this contract or if holder shall consider the indebtedness or the car insecure, the full balance shall without notice, become due forthwith, together with a reasonable sum (15% if permitted by law) as attorney's fees, if this contract is placed with an attorney. Lessee agrees in any such case to pay said amount or, at holder's election, to deliver the car to holder, and holder may, without notice or demand for performance or legal process, enter any premises where the car may be found, take possession of it and custody of anything found in it, and retain all payments as compensation for use of the car while in Lessee's possession. The car may be sold with or without notice, at private or public sale (at which holder may purchase) with or without having the car at the sale; the proceeds less all expenses of retaking, storing, repairing and selling shall be credited on the amount payable hereunder; Lessee shall pay any remaining balance forthwith as liquidated damages for the breach of this contract, any surplus, however, to be paid to Lessee.

If Lessor assigns this contract, Lessor shall not be assignee's agent for transmission of payments for any purpose. Lessee will settle directly with Lessor, all claims, defenses, set-offs and counter-claims there may be against Lessor, and not set up any thereof against assignee. Upon expiration of this lease, Lessee will return the car to Lessor and if Lessee shall have paid all rental when due, Lessee shall then have the option to purchase said car upon further payment of one dollar.

Waiver of any default shall not be a waiver of any other default. 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.

(See other side for signatures)

GUARANTY

We, the undersigned, jointly and severally guarantee to any holder the payment promptly when due of every installment hereunder and the payment on demand of the entire unpaid balance if Lessee defaults in any payment of any installment due date or in any other manner, without first requiring holder to proceed against Lessee. We waive notice of acceptance hereof and of defaults thereunder and consent that holder may, without affecting our liability, compromise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Lessee and other obligors. Witness our hands and seals.

(See other side for Dealer's signature to assignment.)

As part of the foregoing assignment, Dealer's obligations are further defined by the paragraph set forth opposite Dealer's signature below and the words "with our recourse as to Lessee's obligation of payment" in the foregoing assignment shall be deemed deleted.

1. REPURCHASE (3-C PROTECTION)

If you repossess the car, we will upon your demand pay you the then unpaid balance, provided the car is offered to us within ninety (90) days after maturity of the earliest installment still wholly in default. If repossession be due to collision and abandonment, our net cost of repairing actual direct collision damage shall be deducted from the repurchase price as an allowance to us. Such allowance shall not exceed the unpaid balance on the car after deducting both the "as is" value and the amount of any deferred certificate or other special holdback relating to the car. Where the resale value of the repaired car (excluding overhead and salesman's commissions) exceeds the unpaid balance, the excess will be deducted from the collision allowance.

2. LIMITED REPURCHASE (3-C PROTECTION)

If you repossess the car, we will upon your demand pay you the then unpaid balance, provided the car is offered to us within ninety (90) days after maturity of the earliest installment still wholly in default. If repossession be due to collision and abandonment, our net cost of repairing actual direct collision damage shall be deducted from the repurchase price as an allowance to us. Such allowance shall not exceed the unpaid balance on the car after deducting both the "as is" value and the amount of any deferred certificate or other special holdback relating to the car. Where the resale value of the repaired car (excluding overhead and salesman's commissions) exceeds the unpaid balance, the excess will be deducted from the collision allowance.

3. OPTIONAL ARRANGEMENT

If you repossess the car, we shall have the option upon your demand to pay you \$_____ or to buy the car from you for the then unpaid balance in its then condition and location.

4. WITH RECOURSE ASSIGNMENT

We guarantee payment of the unpaid balance on the said lease as and when the same shall become due, hereby waiving notice of acceptance hereof.

By _____ Title _____ Dealer

By _____ Title _____ Dealer

By _____ Title _____ Dealer

By _____ Title _____ Dealer

By _____ Title _____ Dealer

-----X
UNIVERSAL C.I.T. CREDIT CORPORATION,

Plaintiff,

-vs-

Defendant.

James H. & James W. Clutter-----X

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

J. L. Weitlauf, being duly sworn, deposes and says: That he is the Assistant Secretary of the

UNIVERSAL C.I.T. CREDIT CORP., a corporation organized and existing under and by virtue of the laws of the state of New York, and carrying on business at 1116-- 12th Ave., Altoona, Penna., and is duly authorized to make this affidavit on his behalf.

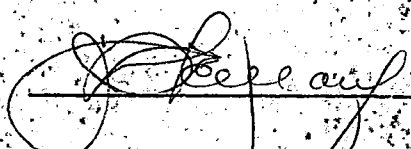
James H. & James W. Clutter

That _____, ~~is~~ justly and truly in-
are

debted to said corporation in the sum of One Thousand Forty-Four Dollars and
Fifteen Cents
(\$1044.15) dollars.

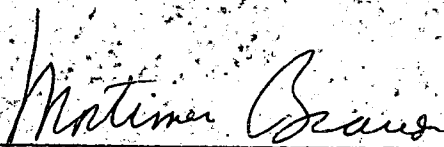
That attached hereto is a true and correct state-

ment of the account of said James H. & James W. Clutter, and there are no set-offs or counterclaims to said debt.


ASSISTANT SECRETARY

Sworn to before me this

31st day of March, 1961.



Mortimer Brandt
Notary Public
MORTIMER BRANDT
Notary Public, State of New York
No. 31-089825
Qualified in New York County
Commission Expires March 30, 1963

UNIVERSAL
CIT

The following statement has been prepared as a result of your recent inquiry.

James H. & James W. Chutter
Berwindale, Penna.

CONTRACT PAYABLE IN
36 INSTAL. 85.87
MENTS AT \$

INSTAL-
MENTS AT \$

FIRST DUE
10-17-58

FINAL DUE
9-17-61

DATE
3-31-61

CONTRACT AMOUNT...\$3091.32

LESS AMOUNT PAID.....\$ 2047.17

BALANCE DUE NOW.....\$ 1044.15

1420H (REV.4-56)

STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Universal C.I.T. Credit Corp.

650 Madison Ave.

New York City, N. Y.

VERSUS

James H. Clutter and

James W. Clutter

R.D. 1

Berwindale, Pa.

No. 589 TERM Feb. 19 61

Penal Debt \$

Real Debt \$ 1044.15

Atty's Com. \$

Int. from As per lease

Entry & Tax \$ 3.50

Atty's Docket \$

Satisfaction Fee \$3.00

Assignment Fee \$3.00

Instrument DSB

Date of Same September 4, 19 58

Date Due 19

Expires April 26 19 66

Entered of Record 26th day of April

Certified from Record 19th day of October

19 61 3:00 P.M. E.S.T.

Archie Hill

Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on

Oct 19

1971, of defendant full

satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is

authorized to enter Satisfaction on the same.

Universal C.I.T. Credit Corporation
3020 Pleasant Valley Blvd.
Altoona, Pa. 16602

Albert J. Walker
Plaintiff

Colleen Moore
Witness

Witness

October 1971

SIGN THIS BLANK FOR ASSIGNMENT

Now, 1971, for value received hereby

assign; transfer and set over to

Address Assignee

of

above Judgment, Debt, Interest and Costs without recourse

FILED
OCT 19 1971
ARCHIE HALL
PROTHONOTARY

Witness

Archie Hall
300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE UNIVERSAL C. I. T. CREDIT
CORPORATION, Plaintiff

VS.

No. 587 February Term, 1961

JAMES H. CLUTTER and JAMES W.
CLUTTER of Berwindale R. D. #1,
Clearfield County, Pennsylvania,
Defendants.

PETITION

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

The Petition of James H. Clutter respectfully represents:

- (1). That he is a resident of Jordan Township, Clearfield County, Pennsylvania and the father of James W. Clutter, the other Defendant named herein.
- (2). That on the fourth of September, 1958 his son, James W. Clutter, had not yet reached the age of 21 years, and in order to assist said son in the purchase of an automobile, he was requested to sign a Bailment Lease together with his son in favor of the Stoltz Motor Company, 611 Fifth Avenue, Patton, Cambria County, Pennsylvania.
- (3). Said Bailment Lease was in a total amount of \$3091.32.
- (4). The said Stoltz Motor Company subsequently assigned said lease to the Universal C. I. T. Credit Corporation.
- (5). Said Lease required 36 monthly payments of \$85.87, commencing October 17, 1958.
- (6). That your Petitioner's son was not in default until said car was wrecked in the month of August, 1959 and totally demolished.
- (7). Following the destruction of said automobile, the said James H. Clutter continued to make payments to the Plaintiff in the above named Judgment, making 16 monthly payments bringing the amount of the said Bailment Lease from \$3091.32 down to \$1657.18.
- (8). Said car was insured with the Service Fire Insurance Company

under a Policy No. 003 3075 79534, and your insurance company in September of 1959 cancelled the insurance policy and notified the Defendants that they had mailed to the Universal C. I. T. Credit Corporation office a check in the amount of \$169.57. This would bring the obligation of the two Defendants down to \$874.58, the value of the wreckage of the car, or the right of action of the parties causing the destruction thereof.

(9). That James H. Clutter avers that the contract of insurance was a comprehensive coverage, covering the damage to their own automobile with a \$100 deductible, so that the total amount that would be owed by the Defendants to the Universal C. I. T. Credit Corporation following the accident would have been \$100, which said check of \$169.57 would wipe out.

(10). That in addition thereto, the said James H. Clutter is advised that his son, James W. Clutter, paid to the Stoltz Motor Company an additional sum of \$100 for some purpose.

(11). An examination of the court papers on the Judgment confessed to No. 589 February Term, 1961 shows that the car covered by said Bailment Lease, upon which Judgment was confessed, was a 1958 Ford automobile sedan (4 door) Serial No. HFH8FT275734.

(12). Your Defendant, James H. Clutter, avers that he has been informed that the insurance company has fully compensated the Plaintiff, and that he is not obligated for any sum whatsoever. The Defendant, James W. Clutter, having reached his majority in the late fall of 1958.

WHEREFORE, your Petitioners pray that he be permitted to show that the Judgment confessed on the Bailment Lease for the new 1958 Ford is erroneous, because said sum was fully repaid.

And they will ever pray.


James H. Clutter

James W. Clutter

STATE OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

JAMES H. CLUTTER and JAMES W. CLUTTER, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

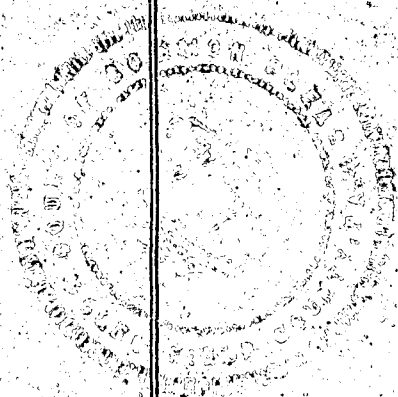
James H. Clutter
James H. Clutter

James W. Clutter

Sworn and subscribed to
before me this 1st day
of May, 1961.

Wm. T. Hagerty

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE UNIVERSAL C. I. T. CREDIT
CORPORATION, Plaintiff

VS.

No. 587 February Term, 1961

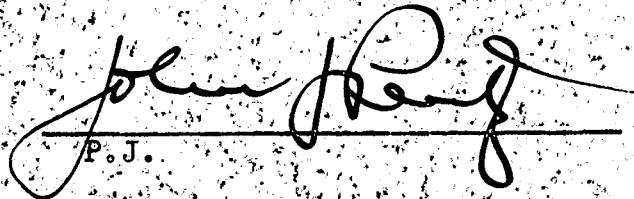
JAMES H. CLUTTER and JAMES W.
CLUTTER of Berwindale R. D. #1,
Clearfield County, Pennsylvania,
Defendants.

ORDER OF COURT

NOW, This first day of May, 1961, the within Petition
having been read, rule to show cause why the Judgment should not
be opened and the Defendant left into a defense is awarded.

Returnable the 1st day of May, 1961.

BY THE COURT:


P.J.

Received by Plaintiff

May 1st 1961

H. G. SHERMAN

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA. No. 587 Feb. Term,
1961.

THE UNIVERSAL C. I. T. CREDIT
CORPORATION, Plaintiff

VS.

JAMES H. CLUTTER and JAMES W.
CLUTTER of Berwindale R. D. #1,
Clearfield County, Pennsyl-
vania, Defendants.

PETITION

2

FILED
MAY - 4 1961
WM. T. HAGERTY
PROTHONOTARY

BELL, SILBERBLATT & SWOOPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

5-2-61
accepted
Paul Arnold