

DOCKET NO. ¹⁷⁴_____

Number	Term	Year
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648	May	1961
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Fred Diehl Motor, Inc.

Versus

Emmett L. Bigelow

STATEMENT OF JUDGMENT

Docket No. 174 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Fred Diehl Motor, Inc. ✓

No. 648 TERM May 19 61

Penal Debt \$

Real Debt \$ 2739.15

Atty's Com. \$

Int. from May 25, 1960

Entry & Tax By Plff. \$ 3.50

Att'y Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same May 25 19 60

Date Due In Installments. 19

Expires August 2 19 66

VERSUS

Emmett L. Bigelow 31 ✓

Entered of Record 2nd day of August 1961

Certified from Record 2nd day of August 19 61

10:30 AM EST

John P. Haggerty
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on September 12 19 61, of defendant full

satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-

tary is authorized to enter Satisfaction on the same.

FRED DIEHL MOTOR, INC.

Fred Diehl
Pres. Plaintiff

Wm. L. L...
Witness

SIGN THIS BLANK FOR ASSIGNMENT

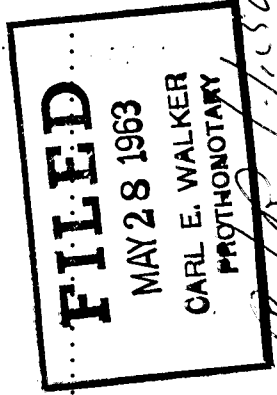
Now,, 19, for value received hereby

assign, transfer and set over to Address Assignee

..... of

above Judgment, Debt, Interest and Costs without recourse.

.....
Witness



INSTALLMENT SALE CONTRACT

(MOTOR VEHICLES, INCLUDING TRAILERS)

THIS INSTALLMENT SALE CONTRACT made this 25th day of May, 1960, between
 Seller's Name and Address Fred Diehl Motor, Inc., 216 Bridge St., Clearfield, Pa. Seller, and
 Buyer's Name and Address Emmett L. Bigelow, 109 Gulich Ave., Clearfield, Pa. Buyer.

WITNESSETH, THAT Buyer (which means all Buyers, jointly and severally) has today purchased on the following terms and conditions from Seller (which means the Seller above named and any assignee of this Contract) the following motor vehicle (hereinafter called "Vehicle"):

Used New	Yr.	Make—Trade Name	Type of Body If Truck, Give Tonnage	Model Number	Motor Number	Serial Number	Cash Delivered Price
New	1960	Chevrolet	Sta Wag	1235-B	01235B191215		3369 90
Itemize: Extra Equipment and Other Charges <u>Radio - Heaton. PG. R.S.</u> <u>669</u>				Cash price of vehicle, including taxes and extra equipment is compiled as follows: DOWN PAYMENT A. Cash <u>51</u> <u>50</u> B. Trade-in (net) <u>1028</u> <u>90</u> UNPAID CASH BALANCE (1-2) = <u>2289</u> <u>50</u>			
De- scrip- tion of Trade In	Yr.	Make—Trade Name	Motor No.	Serial No.			
	58	Port Sta W.					
TIME IS OF THE ESSENCE OF THIS CONTRACT Title to the Vehicle and ownership thereof shall remain in the Seller until the total time balance as herein provided has been fully paid and the conditions, agreements, terms and provisions of this contract have been fully performed by the Buyer. Buyer acknowledges receipt of the vehicle, having first examined and tested it and found it to be in first class condition. Any equipment, repairs, parts, replacements and accessories placed thereon at any time shall become a component part of the vehicle and covered by this contract. Buyer agrees that the total time balance shall be payable by the Buyer at the principal office of The County National Bank at Clearfield, Clearfield, Pa., in <u>35</u> consecutive monthly payments of \$ <u>76.08</u> each and one final payment of \$ <u>76.35</u> . To the said final monthly payment there shall be added and paid any delinquencies accrued by the terms of this contract remaining unpaid. The first successive installment shall be due and payable on the <u>25th</u> day of <u>June</u> , 19 <u>60</u> , and subsequent installments shall be due and payable on the <u>25th</u> day of each month thereafter. The vehicle will be kept at <u>109 Gulich Avenue</u> (Street and Number) <u>Clearfield, Pa.</u> (City and State) Residence of Buyer. Buyer agrees that the Seller shall have, and there is hereby created in favor of Seller, a security interest, which the parties agree shall attach forthwith to the vehicle, until all installments and other sums due hereunder have been paid by Buyer. The installments payable hereunder shall not be deemed to have been paid until actually paid to Seller in cash.							
				INSURANCE TERM Has own with Nationwide, Pa. B. P. L. & P. D. <u>Luthersburg, Pa.</u> Total of A. & B. <u>51</u> <u>50</u>			
				OTHER COST A. Fees to Commonwealth <u>5</u> <u>50</u> B. Fees to Local Public Offices <u>46</u> <u>00</u> C. Fees to Notary <u>51</u> <u>50</u> D. Taxes <u>36</u> <u>52</u> LIFE INSURANCE PRINCIPAL AMOUNT FINANCED (3+4+5) = <u>2377</u> <u>52</u> FINANCE CHARGES <u>5.00</u> <u>356.63</u> <u>361</u> <u>63</u> TOTAL TIME BALANCE (6+7) = <u>2739</u> <u>15</u> PAYMENTS: <u>35</u> of \$ <u>76.08</u> <u>1</u> of \$ <u>76.35</u>			

Buyer agrees to keep the Vehicle in good physical and operating condition, to maintain and operate it in strict conformity with all laws and ordinances and to keep it free from all taxes, liens, encumbrances and other security interests. No injury to or loss or destruction of the Vehicle shall release Buyer from his obligations hereunder. If the Vehicle is damaged, Buyer shall immediately notify Seller and shall authorize no repairs without the written approval of Seller. Buyer agrees to immediately notify Seller in writing of any seizure of, or levy upon, or loss of possession or destruction of, the Vehicle. Buyer further agrees that he will not lease, assign or transfer, directly or indirectly, the Vehicle nor remove the Vehicle nor permit it to be removed from the state herein referred to as the residence of Buyer without the written consent of Seller.

The risk of damage and loss shall be the responsibility of the Buyer and Buyer shall insure the Vehicle for a term not less than the term of this contract against fire, theft and collision of which coverage the amount of Seller's existing interest shall be first payable to Seller or any Assignee. The Seller, as agent of Buyer, is authorized to purchase fire, theft and such other insurance in such form and amounts as the Seller may require; Buyer hereby assigns to the Seller any moneys not in excess of the unpaid balance hereunder which may become payable under such insurance, including returned or unearned premiums, and directs any insurance company to make payment direct to the Seller, to be applied at the option of the Seller to said unpaid balance (or as may be required by law) and appoints the Seller as attorney in fact to endorse any draft or check.

If any said installment is not paid on or before its due date, Buyer agrees to pay to the Seller a default charge at the rate of 2% per month on the amount of the installment or installments in arrears, said default charge being payable as the same accrues; provided, however, that said default charge shall be computed on the basis of a full calendar month for any fractional month period in excess of ten days, and provided further that no default charge shall be payable on account of any installment which is in default because of any acceleration provision in this Contract.

THIS CONTRACT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS ON THE REVERSE SIDE HEREOF, INCLUDING POWER TO CONFESS JUDGMENT UPON DEFAULT OF BUYER, ALL OF WHICH CONSTITUTE A PART HEREOF.

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 and sealed in triplicate this 25th day of May, 1960, at Clearfield, Pennsylvania.
 FRED DIEHL MOTOR, INC. (SEAL)
 By Fred Diehl Seller Pres.
 X Emmett L. Bigelow Buyer (SEAL)

**RECEIPT IS ACKNOWLEDGED OF A TRUE AND CORRECT
 COPY OF THIS INSTALLMENT SALE CONTRACT.**

EMMETT L. BIGELOW
 X Emmett L. Bigelow
 Buyer

ADDITIONAL TERMS AND PROVISIONS OF INSTALLMENT SALE CONTRACT

If Buyer shall fail to perform or shall violate any of the terms, conditions, agreements, or provisions of this contract, or if the Vehicle be levied upon or taken in possession by other than Seller or Buyer, or used illegally, or subsequently encumbered in whole or in part by another security interest, lien, attached, levied upon, distrained upon, condemned, seized for forfeiture, or the use thereof changed, or in case any accessories, parts or replacements are otherwise encumbered, or in case of uninsurability of either Buyer or Vehicle, or in case Buyer fails to maintain insurance, or if Buyer becomes insolvent, or if a petition in bankruptcy or for the appointment of a receiver be filed by or against Buyer, or on the death of Buyer, it is agreed that the Buyer shall be in default and Seller without demand or notification of default given to Buyer shall have the following rights: (a) to declare immediately due and payable any and all sums due or to become due under the terms hereof and to enter judgment for such amount as hereinafter more fully provided, and/or (b) to take immediate possession of the Vehicle wherever found, with or without process of law, and, for such purpose, Seller may peaceably enter any premises where the Vehicle may be found and take possession of it and custody of anything found in it and retain all payments as compensation for the use of the Vehicle while in Buyer's possession, subject to the obligations of Seller as set forth herein. In the event of repossession, Buyer shall send notice by registered mail to Seller within twenty-four hours after repossession if Buyer claims that any articles not included herein were contained in the Vehicle at the time of repossession, failure to do so being a waiver of and bar to any subsequent claim therefor.

If repossession of the Vehicle is effected by legal process, the Buyer shall be liable for such costs of suit and reasonable attorney's fees as provided by the laws governing such legal proceedings.

If repossession of the Vehicle is effected otherwise than by legal process:

(a) the Seller hereof shall furnish Buyer with a written notice of repossession sent by registered mail, directed to the last known address of Buyer, said notice to be in the form required by law;

(b) Buyer shall be liable for all actual, necessary, reasonable and prudently incurred costs of the Seller in retaking, storing and repairing said Vehicle only when all of the following conditions prevail: (i) when default exceeds fifteen days at the time of repossession, and (ii) when such costs represent actual, necessary and reasonable expenses incurred by the Seller in retaking, storing and repairing said Vehicle, excluding any costs incurred in retaking which are charges for services of persons who are regular full-time employees of the Seller, and (iii) when such costs are supported by receipts or other satisfactory evidence of payment and the records of the Seller show detailed information as to the nature of each item of expense, the amount thereof, the date of payment and to whom paid;

(c) if said repossession is effected in Pennsylvania, the Seller shall retain the Vehicle within the county in which it was retaken for a period of fifteen days after mailing notice of repossession. If said repossession is made outside of Pennsylvania, the Vehicle, at the option of the Seller, may be retained in the vicinity of said retaking for said fifteen-day period or may be brought back to the county in Pennsylvania in which the Vehicle was located at the time it was first delivered to Buyer under this Contract and be retained in said county for said fifteen-day period. During said fifteen-day period, or at any time thereafter as permitted by law, Buyer may redeem the Vehicle and terminate this Contract by payment or tender of payment to the Seller of the amount of the unpaid Time Balance hereunder, plus the amount of any accrued default charges hereunder, plus any costs for which Buyer is liable under (b) preceding, plus any other amount lawfully due under this Contract, less the rebate, if any, of the unearned portion of the Finance Charge hereunder to which Buyer is entitled.

If the Vehicle constitutes "consumer goods" as defined in the Pennsylvania Uniform Commercial Code, and if the Buyer has, prior to default, paid 60% of the Cash Price and the Seller has obtained repossession of the Vehicle (whether with or without legal process effecting repossession), the Seller shall, after the expiration of any period be required by law to hold the Vehicle and, in any event, within ninety days from the date of repossession, sell the Vehicle at public or private sale or other private proceeding and apply the proceeds of said sale to defray the expenses of said sale and the expenses of retaking, storing and keeping the Vehicle, to which the Seller may be entitled, and the entire amount of the Time Balance hereunder, plus any accrued default charges. Any balance shall be applied to the satisfaction of any subordinate security interest in the Vehicle if written notification thereof has been given the Seller. After such application of the proceeds, Seller must account to the Buyer for any surplus, but the Buyer shall be liable for any deficiency.

If the Vehicle does not constitute "consumer goods" or if it does and the Buyer has, prior to default, not paid 60% of the Cash Price, the Seller may, after repossession of the Vehicle, propose to retain the Vehicle in satisfaction of the Buyer's obligation by giving the Buyer written notice of such proposal. If the Buyer objects to such proposal within thirty days, Seller must sell the Vehicle at public or private sale or other private proceeding and account for the surplus and may hold the Buyer for any deficiency as provided above.

In case of any default of Buyer, repossession of the Vehicle from Buyer and disposition of the Vehicle by Seller at any public or private sale or other private proceeding, the net proceeds received by Seller shall be applied upon the aggregate indebtedness of the Buyer due under the terms of this contract and Buyer shall be liable for any deficiency and the Buyer shall be entitled to any surplus.

Buyer shall be given reasonable notice of the time and place of any public or private sale or of disposition by other private proceeding of the Vehicle following repossession unless Seller has, previous to such sale, retained the Vehicle, as provided by law, in satisfaction of Buyer's indebtedness hereunder.

Buyer hereby empowers any attorney of any court of record within the United States or elsewhere to appear for Buyer and any one or ones of them, and with or without one or more declarations filed, confess a judgment or judgments against Buyer and any one or ones of them in favor of any holder hereof as of any term for the sum due with costs of suit and an attorney's commission of 15% for collection, with 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 all property from levy and sale on any execution thereon, and exemption of wages from attachment, are also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may hereafter be enacted.

When the claim of the secured party is reduced to judgment, the lien of any execution on the collateral shall relate back to the date of the perfection of the security interest.

The waiver of any default shall not operate as a waiver of subsequent default, but all rights hereunder shall continue notwithstanding any one or more waivers, indulgences, or failure to promptly pursue remedies.

In the event of repossession, the license plates on the Vehicle may be used in moving it to premises selected by Seller for storage pending disposition, and any personal property in said Vehicle not covered by this agreement may be held for delivery to Buyer.

No express warranties of any kind in respect to the Vehicle have been made by Seller unless endorsed hereon in writing. This Contract constitutes the sole and entire agreement between the parties hereto, no representations of any kind having been made except as set forth herein. Buyer acknowledges that he has notice of an arrangement by Seller to assign this Contract and agrees that, upon such assignment the assignee shall have and possess all of the property, rights and remedies to which Seller is entitled.

Seller may have avail to any and all of the rights and remedies provided for in this contract or by law, concurrently, successively, cumulatively and not alternatively.

NOTICE TO BUYER

Under the Motor Vehicle Sales Finance Act (a) you may prepay in full or in part the unpaid Time Balance, and upon liquidation, in full by prepayment, refinancing or termination by surrender or repossession and resale of the Vehicle, you are or may be entitled to a rebate of the unearned portion of the Finance Charge, and (b) upon repossession, Seller may reinstate this Contract and return the Vehicle to you upon your payment (or agreement on mutually satisfactory arrangements thereof) of all past due installments and certain other sums provided therein.

SELLER'S ASSIGNMENT

For the purpose of inducing purchase of this contract, the undersigned does hereby warrant and agree that the contract, including the extension of credit hereunder to Buyer, complies with all laws, regulations and orders, federal, state or otherwise; the contract is genuine; the cash down payment, if any, paid by Buyer as set forth in the contract was, in fact, paid in cash and not its equivalent, unless otherwise specified therein, and no part thereof was loaned directly or indirectly by the undersigned to Buyer; Buyer, at the time of the execution and delivery of the contract, was 21 years of age or older; at the time of the execution and delivery of the contract, undersigned had good title to the Vehicle, free and clear of all security interest, liens and encumbrances; the undersigned has a perfected purchase money security interest in the Vehicle, which interest now is and will continue to be prior to the claims of all other persons to the Vehicle; a certificate of title showing lien or encumbrance in favor of the bank has been or will be forthwith applied for, as required by law; if Buyer should default under the terms of the Contract, the undersigned will take all necessary steps to preserve rights against Buyer and any other prior parties; undersigned has been duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and has complied with the provisions thereof; and to the knowledge and belief of the undersigned Buyer has never violated any laws concerning the transportation of liquor, tobacco or narcotics. If any of the foregoing warranties shall be untrue, the undersigned agrees to purchase the contract from the bank forthwith upon demand and will pay therefor not less than the unpaid total time balance due thereunder, plus any and all costs and expenses paid or incurred by bank with respect thereto. Such remedies shall be cumulative and not exclusive and shall not affect any other right or remedy which bank may have against undersigned, whether hereunder or under the repurchase agreement, or at law or in equity. Bank is hereby authorized to correct patent errors in the contract and in all other papers executed, endorsed or signed in connection therewith. Undersigned waives(s) all demands and notice of default and consent(s) that, without notice to the undersigned, bank may extend time to, or compromise or release any rights against, Buyer or any other Obligor without effecting the liability of undersigned to bank.

☒ with Recourse for any loss suffered by the Assignee arising from breach of contract by the Buyer, or

For value received ☐ without Recourse, for any reason except the aforesaid warranties, or

☐ with a Repurchase Agreement, the undersigned does hereby sell, assign, transfer and set over unto THE COUNTY NATIONAL BANK AT CLEARFIELD, its successors and assigns, the within installment sales contract and all right, title and interest in and to the property therein described, hereby granting full power to the said assignee, either in the assignee's own name or in the name of the undersigned, to take all such legal or other proceedings as the undersigned might have taken save for this assignment.

The unpaid balance of the obligation as of the date of this assignment is \$ 2739.15

This Assignment shall be binding upon the undersigned, its or their heirs, personal representatives, successors and assigns, and shall inure to the benefit of the bank, its successors and assigns.

Witness hand(s) and seal(s) the _____, 19____

Witness:

Attest:

Corporate Seal

MAY 26 1960

T. H. GEIGY

FR. THORNTON

(Title)

Frederick Dietrich Motor Inc.

(Signature of Dealer)

(SEAL)

By Frederick Dietrich

Title

#648 May 1960

(308)