

DOCKET NO. 173

Number	Term	Year
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124	February	1961
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St. Marys Savings & Loan Assoc.

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**Versus**

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Ferdinand Volosky

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Mae Volosky

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In the Court of Common Pleas of the County of CLEARFIELD

ST. MARYS SAVINGS & LOAN  
ASSOCIATION,  
  
VERSUS  
  
FERDINAND VOLOSKY and MAE  
VOLOSKY, Husband and Wife.

Of Feb. Term, 19.....  
No. 124

Statement and Confession

CLEARFIELD  
.....COUNTY, SS.

The Plaintiff's claim in this case is founded on a writing obligatory, to wit: a mortgage bond  
dated the 6th day of May A. D. 19<sup>54</sup>, by  
which the Defendant s, Ferdinand Volosky and Mae Volosky, Husband and Wife,  
are held and firmly bound unto the plaintiff in the sum of \$9000.00,  
on condition that they pay to the plaintiff the sum of \$4500.00 in  
~~promises to pay to~~ installments as set forth in the bond.

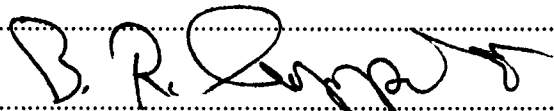
And which said writing obligatory contained a Power of Attorney, authorizing any Attorney of any  
Court of Record of Pennsylvania or elsewhere  
to appear therein for said Defendant and confess judgment in favor of the Plaintiff for the said sum,  
with costs of suit, release of errors, with ten per cent, added for Attorney's commission and  
with waivers of exemption, inquisition, stay of execution, etc., which bond  
and power of attorney are hereunto attached and made a part hereof.

We .....certify the above to be a true statement of the Plaintiff's claim and that the same  
remains unpaid to the best of.....our knowledge Witness.....our.....handS this.....21st  
day of February A. D. 19<sup>61</sup>.

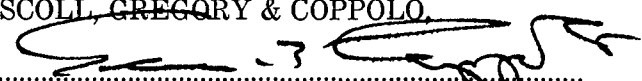
Penal Sum of Bond	\$.....9000.00
Amount Due on Bond	\$.....3979.27
Note	\$.....
Interest from .....	\$.....
Commission (.....10.....%)	\$.....397.92
Real Debt	\$.....4377.19
Interest from 2/20/61	\$.....

Dan P. Arnold  
Dan P. Arnold  
  
DRISCOLL, GREGORY & COPPOLA,  
By .....  
Attorneys for Plaintiff


BY VIRTUE of the Power of Attorney above recited, I do hereby appear for the said Defendant and confess Judgment in favor of the Plaintiff for the sum of ~~penal sum xxxxxx~~ NINE THOUSAND ~~no~~ dollars and ~~penal sum xxxxxx~~ cents, with costs of suit, interest and release of errors, hereby waiving inquisition, exemption, stay of execution, etc., as fully as in said Power of Attorney authorized, being the amount to secure payment of which said writing obligatory was given, with ~~xxxxxxxxxxxxxxxxxxxxxxx added for collection, according to the tenor thereof~~

  
Attorneys for Defendant s

We .....certify the precise residence address of the judgment creditor to be:  
St. Marys, Pa.,

\_\_\_\_\_  
Dan P. Arnold  
DRISCOLL, GREGORY & COPPOLO.  
By   
Attorneys for the Judgment Creditor

We hereby certify the last known address of the defendant to be R. D. Sabula,  
DuBois, Pa.

\_\_\_\_\_  
Dan P. Arnold  
DRISCOLL, GREGORY & COPPOLO.  
By   
Attorneys for Plaintiff

No. ....Term, 19.....  
\_\_\_\_\_  
\_\_\_\_\_  
VERSUS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. S. B.

STATEMENT AND CONFESSION

ON JUDGMENT.....

Filed and Entered.....19.....

Prothonotary

DRISCOLL, GREGORY & COPPOLO  
Attorneys at Law  
ST. MARYS, PA.

# Know all Men by these Presents:

That WE, FERDINAND VOLOSKY and MAE VOLOSKY, Husband and Wife,

of the Township of Sandy, Clearfield County Pennsylvania, are held and firmly bound unto the

## St. Marys Savings and Loan Association

a corporation organized under the laws of the Commonwealth of Pennsylvania, having its offices in the Borough of St. Marys, Elk County, Pennsylvania, or to its assigns in the sum of NINE THOUSAND - - - - - DOLLARS, (\$9000.00), lawful money of the United States of America, to be paid to the said St. Marys Savings and Loan Association, or its assigns. To which payment, well and truly to be made and done, we do bind ourselves, our heirs, executors and administrators, and every one of them, firmly by these presents.

SEALED with our seal S. Dated the Sixth day of May A. D. 1954.

THE CONDITION OF SAID OBLIGATION IS SUCH, that if the said Obligor S, their heirs, executors or administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said Obligee, its certain attorney, successors or assigns, the principal sum of FORTY-FIVE HUNDRED - - - - - DOLLARS, (\$4500.00), and any future advances made to the Obligor S, or for the protection of the mortgage security, like lawful money as aforesaid, together with interest thereon at the rate of six per centum per annum, in monthly installments of FIFTY - - - - - DOLLARS, (\$50.00) per month, on or before the fourth Monday of each and every month hereafter, inclusive of the current month; said monthly installments being the monthly interest and dues on one Direct Reduction Loan Share of the Stock of said Obligee issued to said Obligor S, (which is hereby transferred and pledged to Obligee as security for this obligation,) which monthly installments the Obligor S hereby agree shall apply first to the interest, and any balance thereof shall be applied to the principal of said debt, and any future advances made to the Obligor S, or for the protection of the mortgage security; Provided, that said monthly dues and interest shall not be lessened or diminished until said debt, and any future advances made to the Obligor S, or for the protection of the mortgage security, have been paid in full, but said dues shall become automatically increased by the amount of the reduction of interest when the dues have been so credited to the principal of the loan, and any future advances made to the Obligor S, or for the protection of the mortgage security, so that the total of each monthly installment of dues and interest shall remain the same until the loan, or said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security, have been paid in full; and provided further that said Obligor S as such holder of said share of stock shall not participate in any profits nor be subject to any losses of said Obligee.

The Obligor S shall have the right to anticipate and liquidate the indebtedness hereby created and any future advances made to the Obligors , or for the protection of the mortgage security, at any sooner time than here- in provided without any penalty imposed upon the Obligors

And also, except when taxes are paid to the Obligor in monthly installments, from time to time, and at all times, until payment of the said principal sum and any future advances made to the Obligor S, or for the protection of the mortgage security, be made as aforesaid, pay all taxes and water rents, and produce to the Obligor, its successors or assigns, on or before the first day of each and every year, receipts for all taxes and water rents of the current year assessed upon the premises described in the Mortgage accompanying this Bond or Obligation, and keep the buildings therein mentioned insured against loss or damage by fire for the benefit of the Mortgagee, in some good and reliable insurance company or companies, acceptable to the Mortgagee, to the amount of at least FORTY-FIVE HUNDRED - - - - - DOLLARS, (\$ 4500.00), and take no insurance out on said buildings not marked for the benefit of the Mortgagee as aforesaid, then the above obligation to be void or else to be and remain in full force and virtue.

And further condition is such that if at any time default shall be made in the payment of the said monthly installments and the total arrearages are equivalent to four contracted monthly installment payments, or if a breach of any of the other foregoing conditions be made by the said Obligor , their heirs, executors, administrators or assigns, then in such case, or either of such cases, the said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security, or so much thereof as shall remain unpaid, shall, at the option of the said Obligor, its successors or assigns, become due and payment of the same and all accrued interest thereon, taxes, water rents and costs of insurance as aforesaid, together with an attorney's commission of ten per cent. on the amount due on principal and any future advances made to the Obligors, or for the protection of the mortgage security, and interest, besides cost of suit, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

AND the said Obligor S do hereby agree that all dues heretofore paid or hereafter to be paid by them on the said stock shall be taken and considered as payments on and in liquidation of the said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security. AND ALSO, that, in case of loss or damage to any building or buildings on the premises described in the Mortgage accompanying this Bond or Obligation the said Obligor shall at all times be entitled to receive first from the Insurance Company all or such portion of the proceeds of any policy or policies of insurance covering said building or buildings at the time of said loss or damage, not in excess of the amount of its claim, whether the said monthly installments of dues and interest, or the said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security, or both, be presently due and payable or not, and may, at its option either apply said proceeds so received on account of the said principal sum, and any future advances made to the Obligor S, or for the protection of the mortgage security, or permit the same to be used to repair or restore said build- ing or buildings.

AND FURTHER, WE, the said Obligor <sup>S</sup> do hereby authorize and empower T. G. Gregory, or any attorney of any court of record of the Commonwealth of Pennsylvania, or elsewhere, to appear for US, and with or without a declaration filed in OUR name <sup>S</sup>, to confess a judgment or judgments in favor of the above mentioned Obligee, its successors or assigns, as of any term, and against US for the penal sum above mentioned with costs of suit, with a full release of all errors, and without stay of execution after any default as aforesaid. And WE also waive the right of inquisition upon any real estate which may be levied upon to collect the said sum, and WE do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the Fieri Facias, OUR said voluntary condemnation; and WE further agree that said real estate may be sold upon a Fieri Facias. And the said Obligor <sup>S</sup> do hereby waive and release to the said Obligee, its successors and assigns, the benefit and advantage of all laws now in force, or that may be passed exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of said judgment.

Signed, Sealed and Delivered

in the presence off:

Wm. J. Edgar  
James Fineman

X Frederick Volosky (SEAL)  
X Max Volosky (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

2 yrs tails

Net: 7.00

752

# Bond

FERDINAND VOLOSKY and MAE

VOLOSKY, Husband and Wife,

To

St. Marys

Savings and Loan

Association

Real Debt, - \$ 4500.00

ST. MARYS SAVINGS & LOAN : IN THE COURT OF COMMON PLEAS  
ASSOCIATION, : OF CLEARFIELD COUNTY, PA.  
:   
VS. :   
FERDINAND VOLOSKY and MAE :   
VOLOSKY, HUSBAND AND WIFE. : NO. \_\_\_\_\_ TERM, 196

AVERMENT OF DEFAULT

TO THE PROTHONOTARY OF THE COURT OF COMMON PLEAS FOR THE COUNTY  
OF CLEARFIELD,

AND NOW, to-wit, on the 21ST day of February, 1961,  
comes Dan P. Arnold, Esq., and Alvin B. Coppolo, Esq., attorneys  
for the plaintiffs, and aver:-

1. That the said defendants, Ferdinand Volosky and Mae  
Volosky, have made default in the terms of the bond and accompanying  
mortgage given by them upon which judgment has been entered under  
the above term and number by virtue of the warrant of attorney an-  
nexed thereto. Said bond and mortgage were secured upon premises  
situate , lying and being in the Township of Sandy, Clearfield  
County, Pennsylvania. BEING the same land which Clyde A. Hoover,  
Widower, conveyed to Ferdinand Volosky and Mae Volosky, His Wife,  
by deed dated August 30, 1951, and recorded in the Recorder of  
Deeds' Office of Clearfield County, Pa., in Deed Book Volume 415  
at page 231.

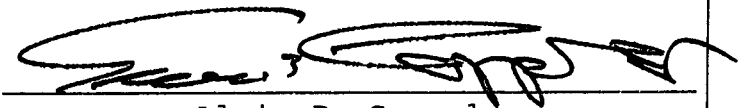
2. That default has been made by the defendants in the  
payment of monthly installments and the total arrearages are  
equivalent to more than four contracted monthly installment payments,

according to the terms and conditions recited in said bond and accompanying mortgage; whereby the whole principal debt secured thereby has become due, payable and recoverable, immediately with interest, together with an attorney's commission for collection, to-wit:- 10% which is also hereby claimed.

3. That said bond accompanied a mortgage given and executed by the said Ferdinand Volosky and Mae Volosky, Husband and Wife, to said St. Marys Savings & Loan Association, bearing date the 6th day of May, 1954, and recorded in the Recorder of Deeds' Office of Clearfield County, Pa., in Mortgage Book 161 at page 406, mortgaging the premises therein described, to secure the payment of said bond for the penal sum of \$9000.00, conditioned for the payment of \$4500.00, with interest thereon at the rate of 6% per annum.

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Dan P. Arnold

A handwritten signature in black ink, appearing to read 'Alvin B. Coppolo', is written over a horizontal line.

Alvin B. Coppolo  
Attorneys for Plaintiff.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA.  
NO. 12424 1961 TERM, 1961

ST. MARYS SAVINGS & LOAN  
ASSOCIATION,

VS.

31 61  
FERDINAND VOLOSKY and MAE  
VOLOSKY, Husband and wife.

D.S.B. ON MORTGAGE BOND  
AND AVERMENT OF DEFAULT

12/13/61  
11:17 AM  
3rd  
Wing

DAN P. ARNOLD, Esq.,  
Clearfield, Pennsylvania.

DRISCOLL, GREGORY & COPPOLO  
ATTORNEYS AT LAW  
ST. MARYS, PA.