

07-68-CD
Wayne Marcho vs Jonathan Miller

Wayne Marcho vs Jonathan Miller et al
2007-68-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

WAYNE A. MARCHO

v.

* No. 07-68-CD

Jonathan J. Miller
Emma A. Miller

*

PLAINTIFF'S AFFIDAVIT/AVERMENT

CONFESION OF JUDGEMENT FOR MONEY -

W Pursuant to Pa.R.C.P. No. 2951 (a) (2) (ii), I certify that this judgement is not being entered by confession against a natural person in connection with consumer credit transaction.

(a) A consumer credit transaction means a credit transaction in which the party to whom credit is offered or extended is a natural person and the money, property or services which are the subject of the transaction are primarily for personal, family or household purposes.

CONFESION OF JUDGEMENT FOR POSSESSION OF REAL PROPERTY --

W Pursuant to Pa.R.C.P. No. 2971 (a) (1), I certify that this judgement is not being entered against a natural person in connection with a residential lease.

The above certification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 1/12/07

Wayne A. Marcho

Wayne A. Marcho
176 Orchard Lane
Harleysville, PA 19438

(215) 721-7131

Supreme Court ID No.

pd #20.0911
FILED M/11:35am JAN 16 2007
Notice to debtors
(un) Statement to Plaintiff
William A. Shaw
Prothonotary/Clerk of Courts

JUDGMENT NOTE

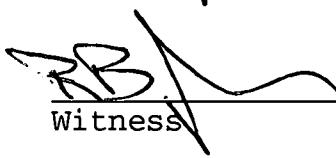
\$30,000.00

OCTOBER 10, 2006

ONE DAY AFTER DATE, for value received, I (we) PURCHASER, promise to pay to the order of WAYNE A. MARCHO, the sum of \$30,000.00, without defalcation, plus interest which shall accrue at the rate of 2.75% ("Margin Points") above the three months London InterBank Offered Rate ("LIBOR Index") as published in the Wall Street Journal. The interest rate may increase or decrease on the first day of each month with the rate determined by adding the Margin Points to the LIBOR Index as stated on the 15th day of the previous month.

And further, we do hereby authorize and empower the Prothonotary, Clerk of Court or any attorney of any court of record of Pennsylvania, or elsewhere, to appear for and to confess Judgment against us for the above sum, as of any terms, past, present or future, with or without declaration, with costs of suit, release or errors, without stay of execution, and with six (6%) percent added for collecting fees; and we also waive the right of inquisition on any real estate that may be levied upon to collect this Note, and do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon the writ of execution our said voluntary condemnation, and we further agree that said real estate may be sold on a writ of execution and we hereby waive and release all relief from any and all appraisement, stay or exemption laws of any state, now in force, or hereafter to be passed.


Witness


Witness


Jonathan J. Miller


Emma A. Miller

DEBTOR'S AFFIDAVIT

I (WE) earn more than Ten Thousand Dollars (\$10,000.00) annually.

OR

DEBTOR'S WAIVER OF RIGHTS

I (WE) have been informed that I (WE) have, among others, the following rights:

- (a) The right to notice and hearing
- (b) The right of defalcation, i.e. the right to reduce or set off a claim by deducting a counterclaim
- (c) Release of errors
- (d) Inquest (To ascertain whether rents and profits of debtor's real estate will be sufficient to satisfy the judgment within seven years)
- (e) Stay of execution (If debtor owns real estate in fee simple within the county, worth the amount to which the Plaintiff is entitled, clear of encumbrances)
- (f) Exemption laws now in force or hereafter to be passed

I (WE) have read the above rights and had them explained to me (us). I (WE) HEREBY INTENTIONALLY, UNDERSTANDINGLY, AND VOLUNTARILY WAIVE THE ABOVE RIGHTS.



Witness



Jonathan J. Miller



Emma A. Miller

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WAYNE A. MARCHO
176 Orchard Lane
Harleysville, PA 19438

January 12, 2007

Clearfield County Courthouse
Prothonotary's Office
P.O. Box 549
Clearfield, PA 16830

To Whom It May Concern,

Enclosed please find a judgment note on Jonathan J. and Emma A. Miller and one additional copy. Please file one copy of the note and then stamp and return one copy to us. Also enclosed is a check for \$20.00 to cover filing fees.

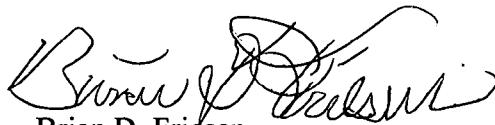
The addresses for the secured party and the debtor are below.

<u>Secured Party</u>	<u>Debtors</u>
Wayne A. Marcho 176 Orchard Lane Harleysville, PA 19438	Jonathan J. and Emma A. Miller R.D. #3, Box 300 Punxsutawney, PA 15767

If there are any questions regarding this note, please do not hesitate to call me at (215) 721-7131.

Sincerely,

WAYNE A. MARCHO



Brian D. Friesen
Controller

Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Wayne A. Marcho
Plaintiff(s)

No.: 2007-00068-CD

Real Debt: \$30,000.00

Atty's Comm: \$

Vs.

Costs: \$

Jonathan J. Miller
Emma A. Miller
Defendant(s)

Entry: \$20.00

Instrument: Judgment Note

Date of Entry: January 16, 2007

Expires: January 16, 2012

Certified from the record this January 16, 2007



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Wayne A. Marcho

Vs.

No. 2007-00068-CD

Jonathan J. Miller
Emma A. Miller

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$30,000.00 on January 16, 2007.

William A. Shaw
Prothonotary



William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
STATEMENT OF JUDGMENT

Wayne A. Marcho
Plaintiff(s)

No.: 2007-00068-CD

Vs.

Jonathan J. Miller
Emma A. Miller
Defendant(s)

Real Debt: \$30,000.00

Atty's Comm: \$

Costs: \$

Int. Prom: \$

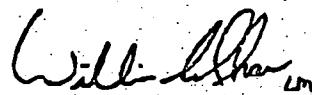
Entry: \$20.00

Instrument: Judgment Note

Date of Entry: January 16, 2007

Expires: January 16, 2012

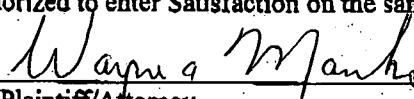
Certified from the record this January 16, 2007.


William A. Shaw

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on March 26, 2015 of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.


Wayne A. Marcho
Plaintiff/Attorney