

DOCKET NO. 175

NUMBER	TERM	YEAR
347	Nov	1961

Motors Finance Co

VERSUS

Martha C Yatchik

Mike Yatchik

Mary Yatchik

MOTORS FINANCE COMPANY, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. : No. 347 November Term, 1961
MISS MARTHA YATCHIK, :
MIKE G. YATCHIK and :
MARY YATCHIK, :
Defendants :
.

ANSWER TO THE PETITION TO OPEN JUDGMENT

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

1. Paragraph One of the Petition is admitted.
2. Paragraph Two of the Petition is admitted.
3. Paragraph Three of the Petition is admitted.
4. Paragraph Four of the Petition is admitted.
5. That the Defendants took possession of the automobile on or about May 1, 1961, is admitted; as to the balance of the said paragraph, the Plaintiff has no knowledge to form an opinion as to the truth or falsity of the same and therefore, cannot answer the same.
6. Paragraph Six, as pleaded, is denied, because the Plaintiff has no knowledge as to the truth or falsity of the same and is unable to form an opinion of the same. However, further answer is made that any such complaint, cannot be raised against the Plaintiff, who is a holder in due course for value under the provisions of the Commercial Code, and the said alleged complaint of the Defendants should be directed to James W. Askey.
7. Paragraph Seven of the Petition is completely denied, and further answer is made that no notice of any defect was given to the Plaintiff until on or about August 29, 1961, and in fact, on or about July 5, 1961, the Plaintiff received a payment and a letter from the Defendants, a true and correct copy of which, is marked Plaintiff's Exhibit "A", and attached hereto and expressly made a part hereof. The said letter did not indicate any complaint to the Plaintiff. Further, under date of August 2, 1961, the Defendants sent a letter to the Plaintiff, hereinafter

marked Plaintiff's Exhibit "B", a true and correct copy of which is herewith attached and made a part hereof, in which the Defendants indicated as of August 2, 1961, that they desired to give up the automobile because of financial difficulties and that they could not keep up with the payments and nowhere in the letter did they indicate any complaint about the automobile, notwithstanding the allegations in Paragraph Five of their Petition concerning their allegations of July 10, 1961. Further, notwithstanding that the Plaintiff never made any warranty or guarantee to the Defendants, and notwithstanding that the Defendants had received a sixty-day guarantee from James W. Askey, which had expired on July 1, 1961, when the Plaintiff learned on or about August 29, 1961 of a complaint by the Defendants concerning the alleged condition of the car, the Defendants were advised in writing by the Plaintiff that notwithstanding that the guarantee period had expired, that the Plaintiff had been advised that Mr. Askey would repair their car or even give them another 1958 Chevrolet automobile at absolutely no charge to them. This letter, which is marked as Plaintiff's Exhibit "C", is attached hereto and made a part hereof.

8. Paragraph Eight of the Defendants' Petition is denied, as pleaded and further answer is made that such a contention has absolutely no legal merit against the Plaintiff, because the Plaintiff is a holder in due course for value, and there is no proper legal defense set forth by the Defendants against the Plaintiff. Rather, the exhibits and the information set forth by the Plaintiff, clearly shows that notwithstanding that the Defendants' guarantee had expired, which guarantee was between the Defendants and James W. Askey only, the Defendants admitted that the only reason for not paying the Plaintiff was their alleged financial difficulties, and that when their alleged complaint was made known to the Plaintiff, the Plaintiff did everything possible, above any legal requirements, to attempt to satisfy the Defendants. Further, included in the amount of the Plaintiff's claim is the sum of Three Hundred Eleven Dollars and 09/100 (\$311.09), for which the Plaintiff

paid off an existing balance due on a vehicle of the Defendants, which was traded in on the 1958 Chevrolet, and which pay-off was made to the General Motors Acceptance Corporation of Altoona, Pennsylvania.

WHEREFORE, the Plaintiff prays your Honorable Court to discharge the Rule granted in this proceeding and to vacate the stay of proceedings in this matter.

AND THEY WILL EVER PRAY;

Arthur H. Zweifel
for Motors Finance Company



Please read this note

Please find payment 52.98 for
starting with July

July 3

Dear Sir

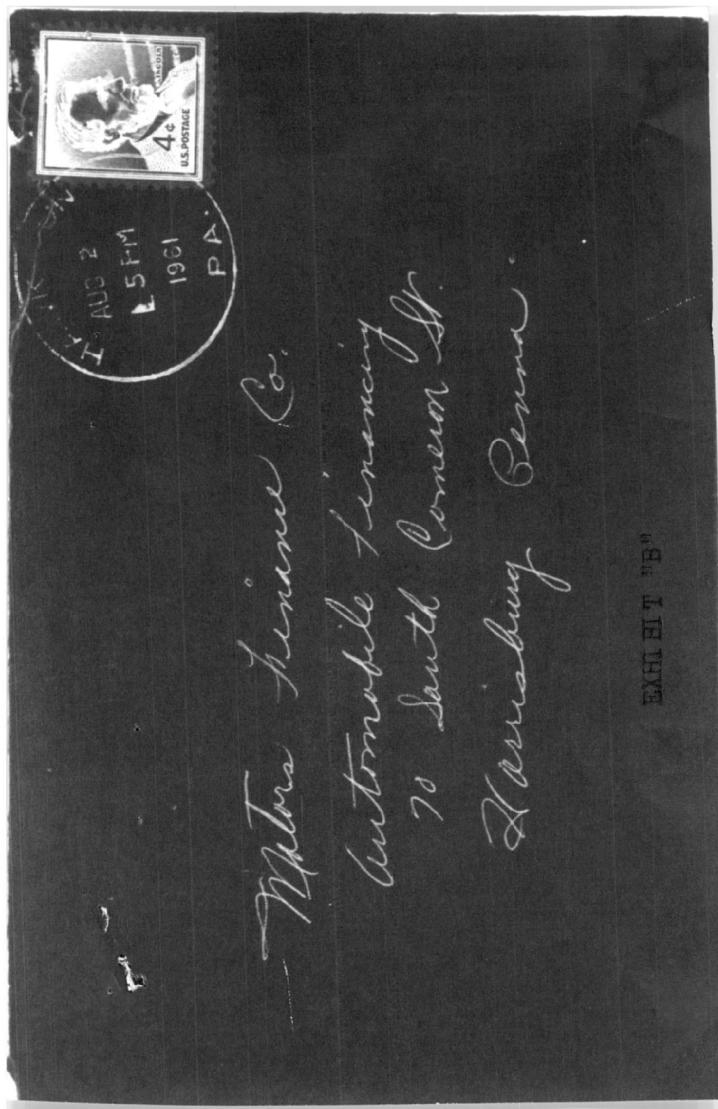
I writing again concerning
about my car. I wrote before
and asked for a payments
Book so I could keep track
of my payment,
so far you have not
answer my letters concerning
this.

Now I hope this is
the last time I have to write
except for sending the car
Payment and I also wrote &
told you this would be
no payment for June for
the Papers come at the end of
the ~~next~~ month. so you'll
get the payment for
July on. so don't

for get to sent the payment
Book this time it will
just make payment 1 month longer.
it not my fault

Yours truly

March 4th 1880
Tawks Run Pa



Dear Friends

I am writing to tell you I have to give the 58 Chevy up I am taking over the payment for my brother car he cannot keep the payments for his work is slack so we cannot keep 2 car payments I will take it back where I got it from Jim Askey as soon as I can the frame is broke on that car I got from him it has been broken I never new till I went to see my aunt then I had to have it pulled to a garage it costed me 18 dollar to get it fix but they said it will go out again for its the place it keeps the back wheels in line when it broke you cannot go if goes against the frame

so I will be better off
just to take it in and take
my brother Corp he got
it knew and I now what
is in it.

Miss Martha Yatchko
Hawthorne Rd

MOTORS FINANCE CO.
70 S. Cameron St.
HARRISBURG, PA.

August 29th, 1961

Mr. and Mrs. Mike Yatchick,
Hawk Run, Penna.

Dear Mr. and Mrs. Yatchick,

Upon receipt of your recent letter we immediately contacted James Askey of Nittany Motor Sales in Milesburg. He definitely states to us that he told you that he would be more than pleased to repair any defect in your 1958 Chevrolet automobile. He further states that if this was not agreeable to you he would replace your present automobile with another 1958 Chevrolet at no expense to you. He has a 1958 Chevrolet on hand and we believe it is advisable for you to immediately get in touch with him regarding this exchange.

Under these circumstances we must expect from you that you continue to make payments to us as per your original contract and if we do not hear from you within 10 days from this date, we will then be compelled to demand payment from you of our entire outstanding balance.

This matter is of great importance to you, and we hope you will not make it necessary for us to legally collect the money due us.

Very truly yours,

MOTORS FINANCE CO.

Arthur H. Zweifel

Arthur H. Zweifel

AHZ:sj

cc: Nittany Motor Sales

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF DAUPHIN :
:

Personally appeared before me, a Notary Public, in and for
said Commonwealth and County, Arthur H. Zweifel, owner of Motors Finance
Company, the within Plaintiff, who being duly sworn according to law,
does depose and say that the facts as set forth in the foregoing Answer
are true and correct.

Arthur H. Zweifel

Sworn to and subscribed to
this 6th day of April, 1962

Ethel C. Zweifel
Notary Public

My commission expires:

HARRISBURG, PA.
NOTARY PUBLIC
My Commission Expires March 12, 1965

5 Feb 1962
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 347 November Term, 1961

MOTORS FINANCE CO.

VS.

MISS MARTHA YATCHIK,
MIKE C. YATCHIK and
MARY YATCHIK

ANSWER TO THE PETITION TO

OPEN JUDGEMENT



WILLIAM C. CHASE
ATTORNEY AT LAW
KEystone BUILDING
CLEARFIELD, PA.

Motorers Finance Company

COPY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

vs.

Martha C. Yatchik, Mike G. Yatchik
and Mary Yatchik

No. 347 November Term, 19561

NOTICE OF AWARD

To:

You are herewith notified that the Arbitrators appointed in the above entitled case have filed their award

in this office on August 13 19562, and have awarded:

Judgment for Plaintiff .. in accordance with stipulation of parties, wherein defendants
are to reconvey motor vehicle and pay to Plaintiff \$100.00 in cash and give to Plaintiff
a judgment note for \$100.00 on demand. The Plaintiff shall pay record costs of \$28.50.
s/ Walter Swoope, Chairman

s/ J.B. Gates, and Edward V. Cherry

Chairman
Prothonotary

by *Chairman Prothonotary*
August 13 19562

July 5, 1962

Dear Sir:

In compliance with Praesipe for Appointment of Arbitrators filed by John K. Reilly, Jr., Attorney for Plaintiff in No. 347 November Term, 1961
Meters Finance Company vs. Martha G. Yatchik, et al
the names of seven (7) Bar members have been selected.

Attorneys for the Plaintiff and for the Defendant will appear at the Prothonotary's Office within five (5) days from this date, and each will strike off two of these names. The remaining three names will be the arbitrators in this case.

Very truly yours,

Carl E. Walker
Prothonotary

CEW:hw

P. S. According to the new Rules of Court, unless the two names have been stricken off within five days, this office is authorized to do so.

August 9, 1960

SIR:

The following three persons have been appointed Arbitrators in
the case of Victor Illinois Company, Plaintiff, vs. Charles C. Walker, et al.

John J. Kavanagh, Chairman, 1960

the first named being the Chairman of the Board:

Victor M. Cianca, John D. O'Brien, and Edward V. Crowley

Hearing of the case has been fixed for Monday, August 23, 1960
at 3:30 P.M. C.B.S.
in Court Room # _____

Very truly yours,

Carl E. Walker
Prothonotary

Motors Finance Company

vs.

Martha C. Yatchik,
Mike G. Yatchik and
Mary YatchikIN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 347 November Term, 1956

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 13th day of August, 1956, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Allen M. Strope Chairman
John B. Gates
Edward V. Cherry

Sworn to and subscribed before me

this 13th day of August,

1956

Carl E. Walker
Prothonotary

AWARD OF ARBITRATORS

Now, this 13th day of August, 1956, we, the undersigned arbitrators appointed in this case, after having been duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment for Plaintiff - in accordance with stipulation of parties, wherein defendants are to recover motor vehicle and pay to Plaintiff \$400⁰⁰ in cash and give to Plaintiff a judgment note for \$100⁰⁰ on demand. The Plaintiff shall pay record costs of \$28⁵⁰

Allen M. Strope Chairman
John B. Gates
Edward V. Cherry

ENTRY OF AWARD

Now, this 13th day of August, 1956, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Carl E. Walker
Prothonotary
by *Patricia P. Dussey*

In the Court of Common Pleas
of Clearfield County

No. 347 November Term, 195/ 61

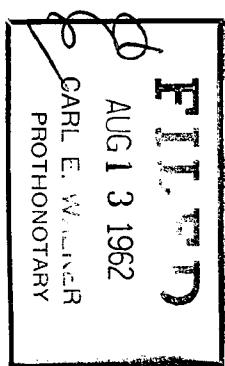
Motors Finance Company

-vs-

Martha C. Yatchik,
Mike G. Yatchik and
Mary Yatchik

-vs.

OATH OR AFFIRMATION
OF ARBITRATORS
AND AWARD



Matters Transacted.

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

VERSUS

Maurice C. Yatwick
v. wife of Maurice C. Yatwick
To Carl E. Waller

No. 5 Term Fall
(347 Norton 1962

Prothonotary.

Sir: Enter appearance for District Attorney in the
above captioned case

in above case.

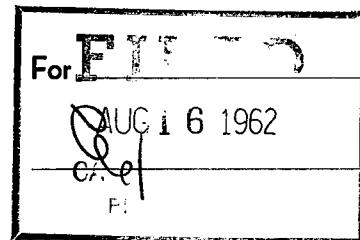
John Kelly, Jr.
John Kelly, Jr.

Attorney for Plaintiff.

No. _____ Term _____ 19_____

vs.

APPEARANCE



Praeclipe for Writ of Execution - Money Judgments.

Matters Finance Co
as
Martha C Yatchik
Mike G Yatchik
Mary Yatchik

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

NO. 5 Feb Pg 200

Term, 1962

PRAECLYPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of CLEARFIELD County;
- (2). against the following property personal _____
of defendant(s) and
- (3). against the following property in the hands of (name) _____ garnishee;
- (4). and index this writ
(a) against Martha C. Yatchik, Mike G. Yatchik & Mary Yatchik
defendant(s) and
(b) against _____, as garnishee,
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due	<u>\$ 1218.54</u>
Interest from	<u>\$</u>
Costs (to be added)	<u>\$</u>

John K. Reile, Jr.
Attorney for Plaintiff(s)

No. 347 Nov. Term, 19 61 of A. D., 19_____,
No. Term, 19 at _____ M.

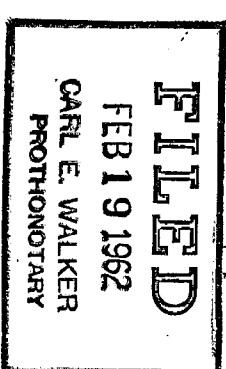
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Sheriff

vs.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	
Interest from - - -	5-1-61
Prothonotary - - -	
Use Attorney - -	
Use Plaintiff - -	
Attorney's Comm. -	15%
Satisfaction - - -	
Sheriff - - - -	



Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
MOTORS FINANCE COMPANY }
 }
vs. } No. 347 November Term, 1961
 }
MISS MARTHA YATCHIK }
MIKE G. YATCHIK }
MARY YATCHIK }

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

The Petition of Miss Martha Yatchik, Mike G. Yatchik, and Mary Yatchik, the Defendants herein, respectfully represent:

1. That your petitioners are the above named Defendants and reside in the Village of Hawk Run, Clearfield County, Pennsylvania and the Plaintiff is Motors Finance Company, 70 South Cameron Street, Harrisburg, Dauphin County, Pennsylvania.

2. That Plaintiff is the assignee of James W. Askey, t/d/b/a Nittany Motors Sales, located at Milesburg, Centre County, Pennsylvania.

3. That the Plaintiff herein, Motors Finance Company, confessed judgment against your Petitioners on the basis of a Warrent of Attorney contained in a certain Installment Sale Contract dated May 1, 1961; the said judgment being a matter of record to the above term and number; writ of execution being on said judgment to No. 5 February Term, 1962.

4. That the said judgment note was in the face amount of \$1,271.52 and represented a transaction between Plaintiff's assignor and the Defendants whereby the Defendants purchased a used 1958 Chevrolet automobile from Plaintiff's assignor.

5. That the Defendants took possession of the automobile on or about May 1, 1961 and while on a trip on or about July 10, 1961 the frame of the said automobile suddenly snapped necessitating Defendants to have the automobile towed to a garage.

BAIRD, McCAMLEY
& MILLER
ATTORNEYS AT LAW
PHILIPSBURG, PA.

6. That the Defendants at their own expense had the frame welded and returned to their home and have not driven the automobile since because of the dangerous and defective nature of the automobile.

7. That the Defendants informed Plaintiff's assignor of this condition but he refused and still refuses to put the car in safe repair or to do anything to remedy the situation.

8. That the Defendants have refused to pay the Plaintiff because the automobile is defective and dangerous to operate and is not of merchantable quality.

WHEREFORE, your Petitioners pray your Honorable Court to grant a Rule against the above named Plaintiff to show cause why the judgment in the above entitled case should not be open and the Defendant let into a defense. Meanwhile all proceedings to stay.

Miss Martha Yatchik
Michele Yatchik
Mary Yatchik

COMMONWEALTH OF PENNSYLVANIA () SS:
COUNTY OF Centre ()

Before me, a Notary Public in and for the above named State and County, personally appeared Miss Martha Yatchik, Mike G. Yatchik and Mary Yatchik, the Petitioners named in the foregoing Petition, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Petition to open judgment are true and correct.

Miss Martha Yatchik
Mike Yatchik
Mary Yatchik

Sworn to and subscribed before me this 4th day of April, 1962.

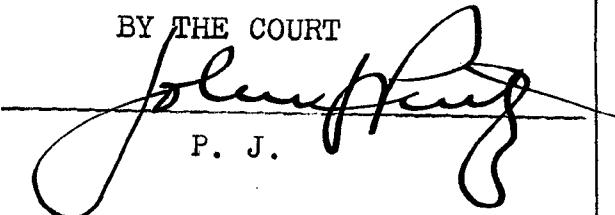
Ivah M. Eyerly
MRS IVAH M. EYERLY, Notary Public
PHILIPSBURG, CENTRE CO., PA.
My Commission Expires Jan. 27, 1963

ORDER OF COURT

AND, NOW, THIS 4th day of April, 1962, the Court having read and considered the foregoing Petition, and on motion of Baird, McCamley & Miller, Esqs., Attorneys for the Defendant, grants a Rule on the Plaintiff to show cause why said judgment entered in the above entitled cause should not be open and the Defendant let into a defense. Meanwhile all proceedings to stay.

Returnable the 9th day of April, 1962.

BY THE COURT


John J. Baird
P. J.

Now April 7, 1962, service accepted
for plaintiff

John T. Rilly, Jr.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 347 November Term, 1961

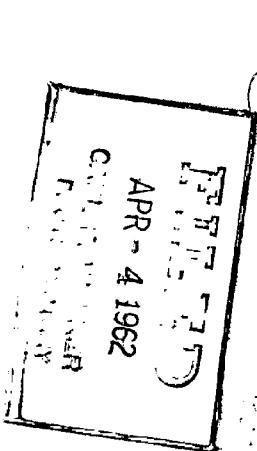
Ex No 5 Ju 2962

MOTORS FINANCE COMPANY

VS.

MISS MARTHA YATCHIK
MIKE G. YATCHIK
MARY YATCHIK

PETITION TO OPEN JUDGMENT



BAIRD & McCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA

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

MOTORS FINANCE COMPANY	:	No. 347 November Term 1961
VS	:	Ex. No. 5 February Term 1962
MARTHA C. YATCHIK,	:	
MIKE G. YATCHIK and	:	
MARY YATCHIK	:	

O P I N I O N

The plaintiff entered judgment against defendants on December 26, 1961, upon a document designated at its top, in capital letters "Pennsylvania Motor Vehicle Installment Sale Contract".

This document is an installment sale contract and falls within the requirements of the Motor Vehicle Sales Finance Act of June 28, 1947, P.L. 1110 (69 PS Section 601 et seq).

Alleging default of the covenant of payments, the plaintiff entered judgment for the unpaid balance averred by it, in the sum of \$1218.54, and caused an execution to be issued.

Defendants petition to open the judgment and let them into a defense, because of failure of consideration, in that the vehicle purchased failed to be reasonably fit for the purposes for which it had been purchased, but was in a dangerous and defective condition at the time of the sale.

Testimony was taken in support of the motion. However, the plaintiff in the judgment takes the position that the document upon which the judgment was entered, is a negotiable instrument,

the plaintiff being the bona fide holder for value, without notice, and that it is not subject to any defense the maker might have.

The defendants executed the agreement with the Nittany Motor Sales, as the name of the dealer and the seller of the motor vehicle. At the end of the document, on the reverse side, is an assignment by Nittany Motor Sales to Motors Finance Company, designated as "assignee herein". The further covenants of the assignment say "For value received with recourse" etc., the assigned (Nittany Motor Sales) "sells, assigns, transfers and sets over to the above assignee, its successors and assigns".

The defendants take the position that the document is not a negotiable instrument, but a document entirely within the Motor Vehicle Sales Financing Act of 1947, supra, and is not, in any sense, a document under the Uniform Commercial Code, found in 12 A.P.S. Sections 3 - 104, or a negotiable instrument.

The position of the parties in this proceeding is controlled by the decision of the Superior Court in FIRST NATIONAL BANK OF MILLVILLE V. HORWATT, 192 Pa. Superior Court 581, in which it is distinctly held that the Uniform Commercial Code does not repeal the Motor Vehicle Sales Finance Act, and more particularly, Section 15 (g) of said Act, which prohibits any installment sale contract to contain notes to be separately negotiated, which will cut off any defense in the hands of the buyer as against the original seller or his assignee, and that the negotiable instrument protection flowing to a holder in due course, does not flow through the

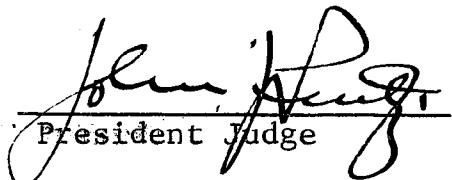
installment contract, under the Motor Vehicle Sales Act.

Whether or not the warranty alleged by the defendants is effective to the extent they contend, will be a matter for further determination in a trial upon the merits. The defendants produced sufficient in their testimony to warrant opening this judgment and permitting them to enter a defense thereto.

O R D E R

NOW, June 14, 1962, judgment entered in the above stated proceeding is hereby opened and the defendants therein permitted to enter such defense as they may desire. The document and affidavit of judgment, together with petition to open, shall constitute the pleadings, subject to such amendments or additions as the parties thereto may desire. All amendments on behalf of the plaintiff must be filed within twenty days; or any other additional pleadings defendant desires, must be filed within twenty days from this Order, or twenty days from the date of filing and service of any pleading entered by the plaintiff.

BY THE COURT


John J. Hough
President Judge

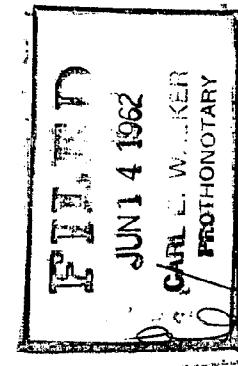
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 347 Nov. Term 1961
Ex. No. 5 Feb. Term 1962

MOTORS FINANCE COMPANY

VS

MARTHA C. YATCHIK,
MIKE G. YATCHIK and
MARY YATCHIK

OPINION and ORDER



JOHN J. PENTZ
PRESIDENT JUDGE
CLEARFIELD, PENNSYLVANIA

**PENNSYLVANIA MOTOR VEHICLE
INSTALLMENT SALE CONTRACT**

ORIGINAL

Buyer's Name and Address **Martha C. Yatchik** (Name) (No. and Street) **Hawk Run, Pa.** (City and Postal Zone) (State) **May 1, 1961**

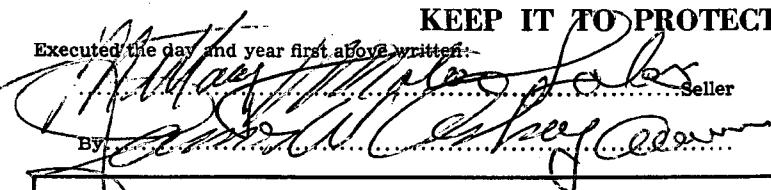
Seller's Name and Address **Nittany Motor Sales** (Name of Dealer) (No. and Street) **Milesburg, Pa.** (City and Postal Zone) (State)

Seller hereby sells and Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) hereby purchases, subject to the terms and conditions hereinafter set forth, the following described motor vehicle and extra equipment (herein called the "Car"):

Used New	Yr.	Make—Trade Name	Type of Body If Truck Give Tonnage	Model Number	Motor Number	Serial Number	Cash Delivered Price
Used	58	Chevrolet	2 dr.			D58B157562	\$ 1495 00
Itemize: Extra Equipment } <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Radio <input type="checkbox"/> Heater Power Steering Other:							
Description of Trade-In Yr. Make Model Serial No.							
Description of Trade-In	55	Chev.	4 dr.	VC55N057616			
Car insurance settlement, where insurance is purchased by Seller, is based upon actual cash value of Car at times of loss, not to exceed limits of liability as set forth in policy, and is payable to Buyer, Seller or Seller's assignee as their interests may appear.							
Buyer warrants that the purpose for which the Car is bought is primarily for: <input type="checkbox"/> Personal, family or household use <input type="checkbox"/> Business use							
Buyer agrees that the monthly payments and all other sums required to be paid hereunder, shall be payable at the office of							
MOTORS FINANCE COMPANY 70 South Cameron Street, Harrisburg, Pa.							
and that until all such payments shall have been made, the Seller retains title to and has a security interest in the Car and in all parts and accessories now or hereafter installed in or affixed to the Car.							
Buyer acknowledges that it has received delivery of the Car, having first examined and tested it and found it to be in first class condition and as represented by Seller. All warranties, express or implied, and representations of Seller regarding the Car and this transaction are set forth herein.							
BUYER'S STATUTORY RIGHTS include: TO PREPAY, at any time, all or any part of the unpaid Time Balance of this contract; to obtain the statutory REBATE OF UNEARNED FINANCE CHARGE whenever all of the Time Balance hereof is liquidated prior to maturity by prepayment, refinancing, or termination, by surrender or repossession and re-sale of the Car, unless the rebate to Buyer would be less than \$1.00, or would result in a net minimum finance charge to Seller of less than \$10.00; at the option of Seller, TO REINSTATE THIS CONTRACT and obtain a return of the Car following its repossession, the giving of notice thereof to Buyer, and prior to the sale, lease or other disposition of the Car by Seller, provided Buyer pays all past due installments, accrued default charges, costs of suit, and, if default at time of repossession exceeded 15 days, the expenses of retaking, repairing and storage authorized by law.							
This contract is subject to the additional provisions including the POWER TO CONFESS JUDGMENT AGAINST BUYER, set forth on the reverse side hereof, the same being incorporated herein by reference.							
SCHEDULE OF PAYMENTS							
The total time balance shall be paid in 24 successive monthly payments of \$ 52.98 each and a final monthly payment of \$....., the first payment to be payable on June 1, 1961, and the remaining payments on a like day of each successive month thereafter.							
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							

Executed the day and year first above written:

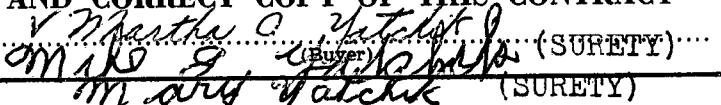
Seller

By  (Seller)

(Buyer) (SURETY)

(Co-Buyer) (SURETY)

RECEIPT IS ACKNOWLEDGED OF A TRUE AND CORRECT COPY OF THIS CONTRACT


(Buyer) (SURETY)
(Co-Buyer) (SURETY)

ADDITIONAL PROVISIONS

1. **BUYER AGREES:** to pay a default charge, as provided for by law, on any installment payment or payments in arrears, at the rate of 2% per month for each month or fractional part thereof exceeding ten days; to pay promptly all taxes and assessments on the Car, its use and on this contract; to promptly notify Seller of all changes in the place where the Car is permanently kept (and Buyer represents that at the date hereof, and until further notice, the Car will be kept at his address given herein); to keep the Car free of all liens for storage, services or materials; to keep the Car in good condition and not to use or permit it to be used illegally or for hire; not to abandon or conceal the Car; not to sell, assign or encumber, without Seller's prior written consent, any rights of Buyer hereunder or in the Car, nor grant any further security interest in the Car, nor permit Buyer's rights therein to be reached by judicial process; and that no injury to or loss or destruction of the Car shall relieve Buyer from his obligation to make payments hereunder.

2. Until all moneys payable hereunder are paid in full, Buyer will keep the Car insured against fire, theft and collision, in an amount sufficient to cover Seller's interest therein and with a carrier acceptable to Seller; and if Buyer has not authorized Seller hereunder to purchase such insurance, Buyer will, upon request, promptly furnish Seller with satisfactory evidence of such insurance. Proceeds of any insurance not in excess of the unpaid balance hereunder, whether paid by reason of loss, injury, return premium or otherwise, shall be applied towards the replacement of the Car or payment of this obligation, at the option of the Seller; provided that unexpired premiums received by Seller resulting from cancellation of insurance originally placed at Buyer's expense, shall be credited to any matured unpaid installments.

3. The occurrence of any of the following shall, at the option of Seller and without notice or demand on Buyer, constitute an event of default hereunder: failure of Buyer to make any payment hereunder punctually on its due date; failure of Buyer to observe or perform any of Buyer's other obligations hereunder; any warranties of Buyer contained herein or statements in Buyer's credit application or statement shall prove to have been false; death of Buyer or co-Buyer; Buyer shall become insolvent or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors; there shall be instituted, by or against Buyer, bankruptcy, insolvency, reorganization, arrangement, debt adjustment or liquidation proceedings; or the Car shall be subjected to, or threatened with, condemnation or forfeiture proceedings. Upon the occurrence of an event of default Seller shall have the following rights: to declare immediately due and payable any and all installments due and to become due hereunder and any other sums lawfully due hereunder, and/or to require the Buyer to deliver the Car to Seller at a place reasonably convenient to both parties, and/or to take immediate possession of the Car wherever found, with or without process of law, and in taking possession Seller may peaceably enter any premises where the Car may be found and take possession of the Car and custody of anything found in it. Buyer shall give Seller notice by registered mail within twenty-four hours after any repossession, if Buyer claims that any articles were contained in the Car at the time of repossession which are not covered by this contract, and failure to do so shall be a bar to any subsequent claim therefor.

4. If the Car is repossessed other than by legal process, Buyer shall be liable for costs incurred by Seller, or assigns, in retaking, storing and repairing the Car only if the default exceeded 15 days at the time of repossession, and if such costs are actual, necessary and reasonable, excluding charges for services of full time employees of Seller or assigns, and if such costs are supported by satisfactory evidence of payment. Upon repossession of the Car by legal process, Buyer shall be liable for such costs of suit and reasonable attorney's fees as are provided by the laws governing such proceedings.

5. Buyer may redeem the Car following repossession for default, at any time for a period of at least 15 days after Seller mails a lawful notice of repossession thereof to Buyer, and at any time thereafter before Seller has disposed, or contracted to dispose, of the Car. The redemption price shall be the then unpaid Time Balance hereof, plus any accrued default charges and other amounts lawfully due hereunder, and if default at the time of repossession exceeded 15 days, Buyer shall also pay the expenses of retaking, repairing and storing authorized by law.

6. If the Car is consumer goods as defined in the Pennsylvania Uniform Commercial Code, and if Buyer has prior to repossession for default paid 60% of the Cash Price thereof, Seller shall sell the Car at public or private sale after the expiration of the aforesaid 15 day redemption period and not later than 90 days from the date of repossession. If the Car is not consumer goods as so defined, or if it is but Buyer has not paid 60% of the Cash Price thereof, Seller may, at its option, following repossession, (a) sell or otherwise dispose of the Car at public or private sale, or (b) propose to retain the Car in satisfaction of Buyer's obligation hereunder by giving Buyer written notice of such proposal, and if Buyer objects to such proposal within 30 days of receipt of notice thereof, Seller shall sell or otherwise dispose of the Car at public or private sale. In the event of any public or private sale of the Car, Seller shall give Buyer reasonable notice of the time and place thereof. Seller shall apply the proceeds of any such sale or other disposition to defray the reasonable expenses of sale, the lawful expenses of retaking and storing the Car, and the then unpaid balance of the Time Price plus any then lawfully accrued default charges. After any such application of the proceeds, Buyer shall be entitled to any surplus but Buyer shall be liable for any deficiency.

7. Upon default by Buyer under any of the terms of this contract, Buyer hereby authorizes and empowers the Prothonotary or any attorney of any court of record within the United States, or elsewhere, to appear for Buyer and to confess judgment as often as necessary against Buyer and in favor of Seller or its assigns, as of any term, with or without declaration filed, for such sum or sums as may be payable hereunder (including such as are past due at the time of repossession or acceleration and such as may be payable by reason of acceleration, or such as may constitute a deficiency following resale of the Car) and with costs of suit, release of errors, without stay or execution and, if permitted by law, with 15% added as attorney's collection fees, and Buyer waives the right of inquisition on any real estate that may be levied on, hereby voluntarily condemns the same and authorizes the Prothonotary or Clerk of any court to enter upon the f. fa. such voluntary condemnation, and agrees that said real estate may be sold on f. fa., hereby waiving and releasing all relief from any and all appraisement, stay or exemption laws of any State or of the United States now in force or hereafter enacted. Buyer further authorizes and empowers any attorney of any court of record within the United States or elsewhere to appear for and to confess a judgment against Buyer and in favor of Seller or its assigns, in an amicable action of replevin to recover possession of the Car.

8. Time is of the essence. Waiver of any default shall not constitute waiver of any subsequent default. Seller's rights and remedies are cumulative and not alternative. Any provision hereof found to be invalid under the laws of Pennsylvania or any other state, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. This contract shall bind the heirs, personal representatives, successors and assigns of the parties hereto; and upon assignment by Seller, the assignee shall have all rights and be subject to all obligations of the Seller hereunder. Pennsylvania law applies to this contract, and its construction and its interpretation.

THIS ASSIGNMENT MUST BE EXECUTED BY SELLER

To induce you to purchase the within contract, the undersigned hereby warrants that: our title to the contract and the Car covered thereby is absolute, free of all liens, encumbrances and security interests, subject only to the rights of the Buyer as set forth therein; the contract is genuine, arose from the sale of the Car therein described, and all parties thereto are of full age and had capacity to contract; the description of the Car and extra equipment is complete and correct; the cash down payment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks or other credit advanced by us to Buyer; all warranties and statements therein are true; there is owing thereon the Total Time Balance set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction; motor vehicle title certificate showing lien or encumbrance in favor of the assignee named below has been or will be applied for promptly and that we have no knowledge of any facts impairing the validity or value of the contract. If any such warranties should be untrue, undersigned shall repurchase from

MOTORS FINANCE COMPANY, 70 South Cameron Street, Harrisburg, Pa., assignee herein,

said contract, upon demand, and will pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by the above assignee in respect thereto, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that the above assignee might have at law or in equity against undersigned.

For value received, with Recourse without Recourse with a Repurchase Agreement undersigned hereby sells, assigns, transfers, and sets over unto the above assignee, its successors and assigns, the within contract and all right, title and interest in and to the Car therein described, hereby granting full power to the said assignee, to take all such legal or other proceedings as the undersigned might have taken.

Witness: *Shirley Jones* (Seal) *John J. Murphy* (Seal)

Dated: 5/1/61 19..... *John J. Murphy* (Seal)

(1)188-B4 CREDITS

7-5-61 52.98

Bal. as of 12-20-61 1218.54

MOTORS FINANCE COMPANY
70 S. Cameron Street
Harrisburg, Pennsylvania

vs.

Miss Martha C. Yatchik, Mike G.
Yatchik and Mary Yatchik
Hawk Run, Pennsylvania

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 3 TERM, 19
: EXECUTION

AFFIDAVIT OF DEFAULT

AND NOW, to wit, this 22 day of December, 1961, comes the above mentioned Plaintiff, by its lawful owner, Arthur H. Zweifel, who being duly sworn according to law, does depose and say that Miss Martha C. Yatchik, Mike G. Yatchik and Mary Yatchik, within mentioned Defendants, are and have been in default of their true indebtedness of \$1218.54, since the 1st day of July, 1961, and that they have no other set off or credit against the said indebtedness. I hereby certify that the above mentioned Defendants are not in the military service.

Arthur H. Zweifel
for Motors Finance Company

Sworn to and subscribed to

this 22 day of December, 1961

E. H. Zweifel
HARRISBURG, PA.
Notary Public
Commission Expires March 12, 1965

My Commission expires:

PRAECLYPE TO PROTHONOTARY TO CONFESS JUDGMENT

AND NOW, to wit, this 22nd day of December, 1961, comes the undersigned, a member of the Dauphin County Bar, who enters his appearance in behalf of Miss Martha C. Yatchik, Mike G. Yatchik and Mary Yatchik, the above mentioned Defendants, and in accordance with the express authority of the within attached Sales Contract, do hereby confess judgment against the said Defendants, in the sum of \$1218.54, together with interest and costs thereon, plus a 15% Attorney's Commission added thereto, and in favor of the said Plaintiff, Motors Finance Company.

John J. Krabig Jr.
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 347 N.M. TERM, 1961
EXECUTION

Motors Finance Company
70 S. Cameron Street
Harrisburg, Pennsylvania

vs.

Miss Martha C. Yatchik, Mike G.
Yatchik and Mary Yatchik
Hawk Run,
Pennsylvania

AFFIDAVIT OF DEFAULT
&
CONFESSION OF JUDGMENT

225
E 111 S 10
DEC 29 1961 EST
HAWK RUN, PENNSYLVANIA
45.00 61041

DOCKET No. 34 (Execution)

✓ Hansen Finance Company

VERSUS

✓ Martha C. Yatchik 65

✓ Mike G. Yatchik & Mary Yatchik

In the Court of Common Pleas of
Clearfield County, Pa.

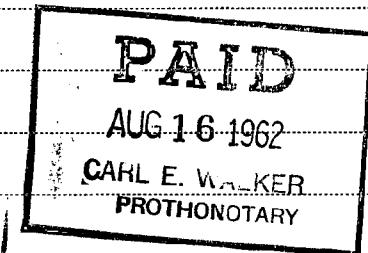
No. 5 February Term, 1962
(347 November Term, 1961)

Debt \$

Interest

Judg't Entered

Prothonotary: 623.50



mark date paid on all
dockets & Judg'ts.

Certified from the records this 16th

day of August, A. D. 1962.

Carl E. Walker Prothonotary

COSTS MUST BE PAID PROMPTLY

No. 247 November Term, 1961

Motor Finance Company

VERSUS

Martha G. Yatchik, Mike G.

Yatchik and Harry Yatchik

STATEMENT

MOTORS FINANCE COMPANY

vs.

MARTHA C. YATCHIK,
MIKE G. YATCHIK and
MARY YATCHIKIN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 347 November Term, 1956

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule, requests you to appoint a BOARD OF ARBITRATORS and certifies that:

- (x) The amount in controversy is \$1,000 or less.
- () The case is at issue.
- () An agreement of reference has been filed of record.
- () Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

Plaintiff John K. Reilly, Jr. Defendant Baird & McCamley
By: William Miller

Date July 5, 1962
Attorney for

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (2)

Attorney for
Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, Aug. 9th, 1962, hearing of the above case is fixed for ~~Wednesday~~ ^{Monday}
Aug. 13, 1962, in 1:30 PM Room, Clearfield County Court House, Clearfield,
Pa., and the following Clearfield County Bar members:

Walter M. Syrope Chairman
John B. Gable
Howard F. Cherry

are appointed as the BOARD OF ARBITRATORS to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time, and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

Carl E. Walker
Prothonotary
by *Esther A. D. Dussey*
Deputy

(1) See Court Rule 27

(2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas
of Clearfield County

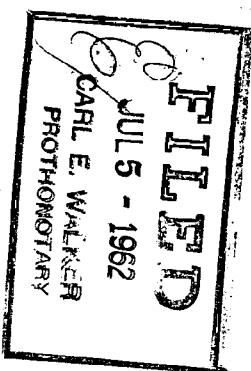
No. 347 November Term, 1956

MOTORS FINANCE COMPANY

vs.

MARTHA C. YATCHIK,
MIKE G. YATCHIK and
MARY YATCHIK

PRAECIPE FOR APPOINTMENT OF
ARBITRATORS





TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Motors Finance Company Harrisburg, Pa/			No. 347 November Term, 1961 No. 5 February Term, 1962	
vs				
Martha C. Yatchik et al				
RDR	\$ 3.75		Exec. Debt	\$1218.54
Service	3.75		Prothonotary	7.00
Levy	3.75		Plaintiff	5.00
Comm.	21.09		Attorney Comm.	182.78
cs/ds	2.00		Int. from 5/1/61	67.02
milage	8.00		Sheriff costs	50.58
posting	3.75			
Adv.	3.75		Total	
Postage	.74			\$1,530.92
Total	50.58			

James B. Reese

SHERIFF

Please Give This Prompt Attention**Return this Bill with Remittance**

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.



TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Motors Finance Company Harrisburg, Pa/			No. 347 November Term, 1961 No. 5 February Term, 1962	
vs				
Martha C. Yatchik et al				
RDR	\$ 3.75		Exec. Debt	\$1218.54
Service	3.75		Prothonotary	7.00
Levy	3.75		Plaintiff	5.00
Comm.	21.09		Attorney Comm.	182.78
cs/ds	2.00		Int. from 5/1/61	67.02
milage	8.00		Sheriff costs	50.58
posting	3.75			
Adv.	3.75		Total	\$1,530.92
Postage	.74			
<hr/>	<hr/>			
Total	50.58			

James B. Reese

SHERIFF

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No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.



TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Motors Finance Company Harrisburg, Pa/			No. 347 November Term, 1961 No. 5 February Term, 1962	
vs				
Martha C. Yatchik et al				
RDR	\$ 3.75		Exec. Debt	\$1218.54
Service	3.75		Prothonotary	7.00
Levy	3.75		Plaintiff	5.00
Comm.	21.00		Attorney Comm.	182.78
cs/ds	2.00		Int. from 5/1/61	67.02
mileage	8.00		Sheriff costs	50.58
posting	3.75			
Adv.	3.75			
Postage	.74			
 			Total	
Total	50.58			\$1,650.92

James B. Reese

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein:

P. L. Laws.

1923

Act No. 220, page 347.

Sheriff's Sale

By virtue of A WRIT of EXECUTION

issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania and to me directed, there will be exposed to Public

Sale, at the PLACE OF RESIDENCE, HAWK RUN

located in the TOWNSHIP of MORRIS

on THURSDAY the 29th day of MARCH

A. D. 1962, at 2:00 o'clock, P. M. ALL the

following property:

- 1 1958 Chevrolet Sedan
- 1 Lot living room furniture
- 1 Lot kitchen furniture
- Bedroom furniture

All other household goods and other personal property of
the Defendants.

Seized, taken in execution and to be sold as the property of

Martha C. Yatchik, Mike G. Yatchik and Mary Yatchik

James B. Reese

, Sheriff

Sheriff's Office, Clearfield, Pa., March 20, 1962

NOTICE: All claims to the property must be filed with the sheriff before sale and all claims to the proceeds before distribution; a sheriff's schedule of distribution will be on file in his office, five (5) days after sale; and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

Residence, Hawk Run, Penna.

All household goods and other personal property of the defendants

Seized, taken in execution, and to be sold as the property of

Mike Yatchick & al

James B. Reese Sheriff

Sheriff's Office, Clearfield, Pa., Feb 23, 1962

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

Residence, Hawk Run, Penna.

All household goods and other personal property of the defendants

Seized, taken in execution, and to be sold as the property of

Martha C. Yatchick, Mike H. Yatchick, Mary Yatchick

James B. Reese Sheriff

Sheriff's Office, Clearfield, Pa., Feb 23 1962

John K. Reilly Jr.



TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Motors Finance Company		No. 347	November	Term, 1961
Harrisburg, Pa.		No. 5	February	Term, 1962
vs				
Martha C. Yatchik et al				
RDR		\$ 3.75	Exec. Debt	\$ 1218.54
Service		3.75	Prothonotary	7.00
Milage		4.00	Plaintiff	5.00
cs/ds		2.00	Attorney Comm.	182.78
Comm.		21.09	Int. from 5/1/61	67.02
Levy		3.75	Sheriff Costs	38.34
Total		<u>38.94</u>	Total	<u>1518.68</u>

James B. Reese

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

John K. Reilly Jr.



TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Motors Finance Company Harrisburg, Pa.	vs Martha C. Yatchik et al	No. 347	November Term, 1961	
		No. 5	February Term, 1962	
R&R	\$ 3.75	Exec. Debt	\$ 1218.54	
Service	3.75	Prothonotary	7.00	
Milage	4.00	Plaintiff	5.00	
cs/ds	2.00	Attorney Comm.	182.78	
Comm.	21.09	Int. from 5/1/61	67.02	
Levy	3.75	Sheriff Costs	38.34	
Total	<u>38.94</u>	Total		<u>1518.68</u>

James B. Reese

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

Sheriff's Sale

By virtue of A WRIT OF EXECUTION
issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania and to me directed, there will be exposed to Public
Sale, at the PLACE OF RESIDENCE, BACK RD
located in the TOOWAHSHP of MORRIS
on THURSDAY the 29th day of MARCH
A. D. 1962, at 2:00 o'clock, P.M. ALL the
following property:

- 1 1958 Chevrolet Sedan
- 1 Lot Living room furniture
- 1 Lot Kitchen furniture
- 1 Bed room furniture

All other household goods and other personal property of
the defendants

SALE CONTINUED TO

April 9, 1962

Seized, taken in execution and to be sold as the property of

Martin G. Yatchik, Mike G. Yatchik and Gary Yatchik

James B. Roos, Sheriff

Sheriff's Office, Clearfield, Pa., March 20, 1962

NOTICE: All claims to the property must be filed with the sheriff before sale and all claims to the proceeds before distribution; a sheriff's schedule of distribution will be on file in his office, five (5) days after sale; and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Sheriff's Sale

By virtue of A WRIT OF DISPOSSESSION
issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania and to me directed, there will be exposed to Public
Sale, at the PLAINS OF INDIANOLA, BACK RD.
located in the TOWNSHIP of CLEARFIELD
on SATURDAY the 20th day of MARCH
A.D. 1903, at 8:00 o'clock, A.M. ALL the
following property:

- 1 1960 Chevrolet Sedan
- 1 Lot Living room furniture
- 1 Lot Kitchen furniture
- 1 Bed room furniture
- All other household goods and other personal property of
the defendants

Seized, taken in execution and to be sold as the property of

Bartha G. Yatchik, Mike G. Yatchik and Barry Yatchik

James B. Peeno, Sheriff

Sheriff's Office, Clearfield, Pa., CLEARFIELD CO., 1062

NOTICE: All claims to the property must be filed with the sheriff before sale and all claims to the proceeds before distribution; a sheriff's schedule of distribution will be on file in his office, five (5) days after sale; and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Writ of Execution - Money Judgments.

Motors Finance Company
vs.
Martha C. Yatchik
Mike G. Yatchik
Mary Yatchik

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA.
NO. 5 February Term, 1962

WRIT OF EXECUTION

Commonwealth of Pennsylvania
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Martha C. Yatchik, Mike G. Yatchik and Mary Yatchik, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) ~~You are also directed to attach the following property of the defendant not levied upon in the possession of~~, as garnishee;

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due		\$ 1218.54
Interest from May 1, 1961	Attys. Comm. 15%	\$
Costs (to be added) Prothonotary	\$7.00-- Plaintiff \$5.00	\$

Carl E. Harker
Prothonotary



By _____
Deputy _____

Date February 19, 1962

Proth'y. No. 64

This WRIT is being returned in COMPLIANCE
with the RULE OF CIVIL PROCEDURE No. 3120

William Charney, Sheriff

No. 347 November Term, 1961
No. 5 February Term, 1962

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

James B. Reen
Sheriff

Motors Finance Company

70 S. Cameron Street
Harrisburg, Pa.

Martha C. Yatchik, Mike G.

Yatchik, Mary Yatchik

Hawk Run, Pa.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT \$1218.54

Interest from - - - May 1, '61

Prothonotary - - - 7.00

Use Attorney - - -

Use Plaintiff - - - 5.00

Attorney's Comm. - - -

Satisfaction - - -

Sheriff - - -

FILED
E AUG 12 1962
ARCHIE HILL
PROTHONOTARY

RECEIVED WRIT THIS /*2*/ day
of *February* A. D., 19*62*,
at *2:20 P. M.*

John K. Reilly, Jr.
Attorney(s) for Plaintiff(s)

John K. Reilly, Jr.
Attorney for Plaintiff(s)