

DOCKET NO. 174

Number	Term	Year
--------	------	------

574	May	1961
-----	-----	------

---

United States National Bank in

Johnstown

Versus

Vladimere Temchack

Loretta Temchack

---

*5/25/54 rec*

# STATEMENT OF JUDGMENT

*472*

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

United States National Bank in  
Johnstown 11/3/54

VERSUS

Loretta Temchack 6/2 Sat.  
Vladinere Temchack 9/2 Sat.

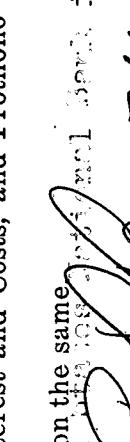
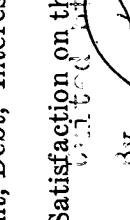
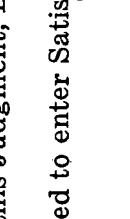
No. 574	TERM May 19 61
Penal Debt	\$ .....
Real Debt	\$ 2394.17
Atty's Com.	\$ 119.71
Int. from according to terms of note	
Entry & Tax	By Atty \$ 3.50
Att'y Docket	\$ 3.00
Satisfaction Fee	1.00
Assignment Fee	1.00
Instrument	D. S. B.
Date of Same	June 19 1961
Date Due	In Installments 1961
Expires	July 24 1966

Entered of Record 24th day of July 1961 9:58 AM EST  
Certified from Record 24th day of July 1961

*Wm. T. Hagerty*  
Prothonotary

*Planchette Conf  
Paul E. Hagerty  
Recd: Carl Shultz*

**SIGN THIS BLANK FOR SATISFACTION**

Received on May 23, ..... 19 06, of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-  
tary is authorized to enter Satisfaction on the same  
  
by   
  
Plaintiff  
  
Witness

SIGN THIS BLANK FOR ASSIGNMENT

above Judgment, Debt, Interest and Costs without recourse.	
<p style="text-align: center;">\$336</p> <p style="text-align: center;">A. J. H. (Signature)</p>	
Witness	

474 17

NOTE

Amount \$ 2394.17 City Johnstown State Pennsylvania Date June 19, 1961

FOR VALUE RECEIVED, I, WE, OR EITHER OF US, PROMISE TO PAY TO Everware Aluminum Products  
Twenty three hundred ninety four and 17/100 DOLLARS  
OR ORDER THE SUM OF

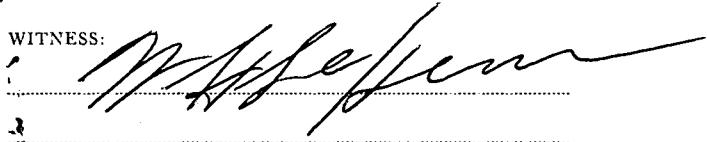
IN 59 / SUCCESSIVE MONTHLY INSTALLMENTS each of \$ 39.92, except the final instalment which shall be the balance

On this note, COMMENCING ON THE 1st day of August, 61, and continuing on the same day of each and every month thereafter until the full amount hereof is paid, payable at the UNITED STATES NATIONAL BANK IN JOHNSTOWN, JOHNSTOWN, PENNSYLVANIA.

In the event of default in the payment of any instalment upon the due date thereof, the holder may at its election declare the full amount of this note then remaining unpaid immediately due and payable, and may proceed to collect the same at once. In the event that any instalment is not paid within fifteen (15) days from its due date, the undersigned hereby agrees to pay in addition to such instalment, a "late charge" equal to five cents per dollar of each instalment so in arrears, but not to exceed Five (\$5.00) Dollars in respect to any one such instalment in arrears, said "late charge" to be added to and be collected in the same manner as the balance due hereon. AND FURTHER, I, we, or either of us, do hereby empower any Attorney of any Court of record to appear for me, us, or either of us, and with or without declaration filed confess judgment against me, us, or either of us, for the above sum, with costs of suit, release of errors, and without stay of execution, and with five per cent added as part of the judgment, for attorney's fees for collection, said fees to be liquidated damages; and become due and payable immediately after the maturity of the note without demand of the debt proper, which is hereby waived. And I, we, or either of us, hereby waive the right of inquisition and extension and agree to the condemnation of any real estate levied on by virtue of any writ of execution issued hereon, and agree to the sale of said real estate on any Fi. Fa., and I, we, or either of us, hereby waive all benefits of the exemption laws of this commonwealth on any levy on real or personal property made by virtue of any execution hereon, and no benefits of exemption or stay law shall be claimed. The makers of this note, when more than one, shall be jointly and severally liable hereon.

The UNITED STATES NATIONAL BANK IN JOHNSTOWN is hereby authorized to pay the proceeds of this note when and if purchased to the order of  
1920-61-5fha  
Everware Aluminum Products

WITNESS:



X Goretta, Terschack (SEAL)

X Vladimire Terschack (SEAL)

..... (SEAL)

For value received, I/We sell, assign, transfer and set over  
the within note unto UNITED STATES NATIONAL BANK  
IN JOHNSTOWN, JOHNSTOWN, PA., without recourse.

George Henningsen  
Box 16  
Vladimere & Lorretta Temchabek  
Smith Hill Pa Chamberlain Co

By.....

(SEAL)

Title.....

June 19, 1966-2394-17

PL NO 1-41793

In the Court of Common Pleas of ..... CLEARFIELD ..... County,

UNITED STATES NATIONAL BANK  
..... IN JOHNSTOWN.....  
..... versus  
LORETTA TEMCHACK  
VLADIMERE TEMCHACK

No. 574 May Term, 1961  
STATEMENT AND CONFESSION  
Debt, - - - - \$ 2394.17  
Atty's Commission, \$ 119.71, \$ 2513.88  
Int. ~~xxxx~~ according to terms of note  
Due, in 60 successive monthly installments

CLEARFIELD County, ss.

The plaintiff's claim in this case is founded on a single bill or judgment note, signed, sealed and dated the 19th day of June A. D. 1961, by which the Defendants promise to pay to the order of the Plaintiff in 60 successive monthly installments after date, the sum of Twenty-three Hundred Ninety-four and 17/100 (\$2,394.17).

according to terms of note Dollars without defalcation, value received with interest and which said single bill or judgment note contains a power of attorney authorizing any attorney of any Court of Record in the United States, or elsewhere, to appear therein for said Defendants and confess judgment in favor of the said Plaintiff for the above sum with costs of suit and with five per cent. added as part of the judgment for attorney's fees for collection, said fee to be liquidated damages and become due and payable immediately after maturity of said judgment note, without demand for payment of the debt proper, which is therein waived, and with release of all errors and without stay of execution, waiving the benefit of the exemption laws, with waiver of inquisition and extension upon any levy on real estate, agreeing to condemnation and sale on Fi. Fa. of the same (Said note, attached hereto and made a part hereof, is assigned on the back thereof, by the payee to United States National Bank in Johnstown, plaintiff herein.)

*Easey Glock*  
Attorneys for Plaintiff

*C. D. St. John*  
*Attala, Jr. Esq.*

CLEARFIELD County, ss.

By virtue of the power of attorney above recited, we do hereby appear for the said Defendants and confess judgment in favor of the said Plaintiff for the sum of Twenty-three Hundred and Ninety-four and 17/100 (\$2,394.17) Dollars debt One Hundred Nineteen and 71/100 (\$119.71) Dollars added as part of the judgment for attorney's fees for collection, in all Twenty-five Hundred Thirteen and 88/100 (\$2,513.188) Dollars, with interest ~~xxxxxx~~ according to terms of ~~xxxxxx~~ note ~~xxxxxx~~, with costs of

suit, release of all errors and without stay of execution; said attorney's fees to be liquidated damages and to become due and payable immediately upon maturity of this judgment without demand for the payment of the debt proper, which is hereby waived. And I hereby, for said Defendants, waive inquisition and extension, and agree to the condemnation and sale on Fi. Fa. of any real estate levied upon, and further waive the exemption of real and personal property from levy and sale on execution hereon, under and by virtue of any exemption law now in force or which may hereafter be passed.

*Easey Glock*  
Attorneys for Defendants

*Angela J. Bradley*

No. 574 May term, 1961

UNITED STATES NATIONAL BANK

IN JOHNSTOWN

621

v.s.

LORETTA TEMCHACK

VLADIMERE TEMCHACK

92

**D. S. B.**

Debt. \$ 2,394.17

Atty's. Com. \$ 119.71 \$ 2,513.88

Int. ~~less~~ according to terms of/

installments

Due in 60 successive monthly/

Waiving Exemption

Waiving Inquisition

Agreeing to Condemnation

Agreeing to Sale on Ex. Tax

**FILED**

263  
JUL 24 1961

WM. T. HAGERTY

Barry M. Doerr, Attorney  
Harry Doerr, Attorney

Attorneys for Plaintiff

1 hereby certify that the residence of the Plaintiff in this judgment is 216-218 Franklin Street, Johnstown, Pennsylvania and that of the Defendants is Box 16, Smith Mill, Pennsylvania.

Barry M. Doerr