

THE HONORABLE COURT OF CHANCERY

AT THE CITY OF PHILADELPHIA

IN AND FOR THE COUNTY OF DELAWARE

IN EQUITY

REINHARD, ET AL

VS.
HIGH SKY, INC.
PLAINTIFFS
VS.
LINCOLN BANK
DEFENDANT

FILED
JUL 22 1980
CLERK OF COURT

July 22, 1980


Joseph E. Fraim, President
High Sky, Inc.
649 Main Street
Darby, PA 19023

Re: Reinhard, et al vs. Lincoln Bank

Dear Joe:

Enclosed herewith you will find a proposed Complaint in Equity and Petition for Preliminary or Special Injunction that I have drafted for filing with the Court of Common Pleas of Delaware County, along with correspondence directed to all Plaintiffs. Please let me know if you have any suggestions or changes with regard to the Complaint, inasmuch as I intend to file the same as soon as affidavits are returned from any of the Plaintiffs.

Very truly yours,


George P. Noel

GPN:jli

Enclosures

cc: Sidney Bernstein, Esquire

LUCHSINGER, MURPHY & NOEL

ATTORNEYS AT LAW
200 SECOND STREET
P.O. BOX 696
MEDIA, PA. 19063

JOSEPH E. FRAM, JR.
MICHAEL L. MURPHY
GEORGE P. NOEL
RAYMOND J. FALZONE, JR.

TELEPHONE 3
405-2911
AREA CODE 610

July 22, 1980

Dr. and Mrs. David W. Reinhard
141 Hunting Hills Lane
Media, PA 19063

Mr. Rodney Kirkner
223 Linfield Trappe Road
Royersford, PA 19068

Mr. and Mrs. James J. Willoughby
534 Pine Street
Darby, PA 19023

Mr. Frank L. Conover
15 W. Ridley Avenue
Ridley Park, PA 19078

Mr. and Mrs. Thomas McIntyre
1581 Hollywood Avenue
Langhorne, PA 19047

Re: Reinhard, et al vs. Lincoln Bank

Dear Owners of High Sky Property:

In accordance with telephone conversations and/or office conferences I have had with each of you, I am enclosing herewith a draft of a Complaint and Petition for Preliminary or Special Injunction which I intend to file with the Court here in Media. The sole purpose of these documents is to obtain a stay of the Sheriff's sale which is now scheduled for August 14, 1980 and to compel Lincoln Bank to fully and adequately recognize the interests of each of you insofar as your home site or lot is concerned.

Please review the Complaint and Petition carefully and advise if any changes are necessary from your standpoint. If the documents are satisfactory, please sign the enclosed affidavits immediately and return the same to me. Please feel free to call me if you have any questions.

Very truly yours,

George P. Noel

CPN:jli
Enclosures
cc: Joseph E. Fram
Sidney Bernstein, Esquire

LUCHSINGER, MURPHY AND NOEL
BY: GEORGE P. NOEL, ESQUIRE
Attorney for Plaintiffs
P. O. Box 955
Media, PA 19063

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY

DAVID W. REINHARD and JOANN M. :
REINHARD, his wife :
161 Hunting Hills Lane :
Media, PA 19063 :
: NC.

JAMES J. WILLOUGHBY and :
TERESA M. WILLOUGHBY, his wife :
534 Pine Street :
Darby, PA 19023 :
:

THOMAS MCINTYRE and CHERYL :
MCINTYRE, his wife :
1581 Hollywood Avenue :
Langhorne, PA 19047 :
:

RODNEY KIRKNER :
223 Linfield Trappe Road :
Royersford, PA 19468 :
:

FRANK L. CONOVER :
15 W. Ridley Avenue :
Ridley Park, PA 19078 :
Plaintiffs :

vs. :

LINCOLN BANK : IN EQUITY
1974 Sprout Road :
Broomall, PA 19008 :
Defendant :

C O M P L A I N T

David W. Reinhard, Joann M. Reinhard, James J. Willoughby,
Teresa M. Willoughby, Thomas McIntyre, Cheryl McIntyre, Rodney Kirkner
and Frank L. Conover, hereinafter referred to as Plaintiffs, bring this
Complaint in Equity against Lincoln Bank, hereinafter referred to as
Defendant, upon a cause of action whereof the following is a statement:
1. Plaintiffs are individuals who reside at the addresses set
forth above.

2. Defendant, Lincoln Bank, is a commercial bank with a principal place of business located within the County of Delaware at 1913 Sproul Road, Broomall, Pennsylvania.

3. At all times relevant hereto, Plaintiffs were the equitable owners of building lots located on a tract of land near Numidia, Pennsylvania, said tract being known and designated as "High Sky".

4. The record title owner of the lots equitably owned by Plaintiffs is High Sky, Inc., a Pennsylvania corporation, with its principal place of business located at 1521 Wallingford Road, Springfield, Delaware County, Pennsylvania.

5. On or about May 30, 1973, High Sky, Inc. borrowed the sum of Four Hundred Thousand Dollars (\$400,000.00) from Defendant, secured by a first mortgage against the tract of land in Numidia, Columbia County, Pennsylvania.

6. Plaintiffs have entered into installment Agreements of sale for purchase of individual tracts or home sites on the premises of High Sky, Inc., said installment contracts being in the form attached hereto, made part hereof and marked Exhibit "A".

7. Subsequent to an alleged default in payment of said mortgage by High Sky, Inc., Defendant herein became the assignee of all payments due and owing under and pursuant to the installment sales contracts with Plaintiffs, and others similarly situated.

8. By reason of said assignment, Plaintiffs Reinhard, Conover, Kirkner and Willoughby have made periodic payments pursuant to said installment contracts directly to Defendant herein; Plaintiffs McIntyre have paid monthly sums into an escrow account, and are ready, willing and able to pay all sums presently due and owing under the installment sales contract to Defendant or High Sky, Inc., the owner of said premises, when and if they can be assured of acquiring good and marketable title, in accordance with said installment agreement.

9. Plaintiffs believe and therefore aver that Defendant has entered judgment against mortgagor, High Sky, Inc., in the Court of Common Pleas of Columbia County, Pennsylvania and has commenced execution proceedings against the entire tract of land, with a sale of the same to be held on August 14, 1980.

10. While the notice of execution excepts certain lots which have been deeded by mortgagor, High Sky, Inc. and released by Defendant herein, the proposed sale by the Sheriff of Columbia County fails to protect or recognize the substantial interests of Plaintiffs and others similarly situated.

11. By reason of the premises, if said sale proceeds, Plaintiffs and others similarly situated will forfeit all of their interest in and to the lots or home sites they have contracted to purchase and will further forfeit the sums of money paid pursuant to installment sales contracts, as aforesaid, to both Defendant herein and mortgagor, High Sky, Inc.

12. By reason of the premises, Plaintiffs are without an adequate remedy at law and are in desperate and urgent need of relief.

13. At all times relevant hereto, Defendant was in possession of copies of Agreements of Sale and records of payments made by Plaintiffs and, notwithstanding such Agreements and payments, Defendant has proceeded to schedule the aforesaid sale, without recognition, to any extent, of Plaintiffs interests in the premises to be sold.

WHEREFORE, Plaintiffs request that your Honorable Court enter an Order granting Plaintiffs the following relief:

- a) A stay of the execution proceedings and sale commenced by Defendant herein against premises owned by High Sky, Inc.;
- b) Directing that Defendant account to Plaintiffs, and others similarly situated, for payments made, as stated above;
- c) Directing that Defendant recognize both the legal and equitable interest of Plaintiffs in and to portions of the premises referred to above; and
- d) Granting such other and further relief as is deemed necessary and proper.

GEORGE P. NOEL, ESQUIRE
Attorney for Plaintiffs

LUCHSINGER, MURPHY AND NOEL
BY: GEORGE P. NOEL, ESQUIRE
Attorney for Plaintiffs
P. O. Box 955
Media, PA 19063

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY

DAVID W. REINHARD and JOANN M. REINHARD, his wife 141 Hunting Hills Lane Media, PA 19063	:	
	:	NO.
JAMES J. WILLOUGHBY and TERESA M. WILLOUGHBY, his wife 534 Pine Street Darby, PA 19023	:	
THOMAS MCINTYRE and CHERYL MCINTYRE, his wife 1591 Hollywood Avenue Langhorne, PA 19047	:	
RODNEY KIRKNER 223 Linfield Trappe Road Royersford, PA 19068	:	
FRANK L. CONOVER 15 W. Ridley Avenue Ridley Park, PA 19078, Plaintiffs	:	
vs.	:	
LINCOLN BANK 1974 Sprout Road Broomall, PA 19008, Defendant	:	IN EQUITY

PETITION FOR PRELIMINARY
OR SPECIAL INJUNCTION

The Petition of David W. Reinhard, Joann M. Reinhard, James J. Willoughby, Teresa M. Willoughby, Thomas McIntyre, Cheryl McIntyre, Rodney Kirkner and Frank L. Conover, Plaintiffs above named, respectfully represents that:

1. Petitioners-Plaintiffs in this action are individuals who reside at the addresses set forth above.



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

October 27, 1980

Lincoln Bank

vs

High Sky, Inc.

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 2 of 1977
WRIT OF EXECUTION

SERVICE ON JOSEPH FRAM, President

On October 27, 1980 at 2:00 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was served on the defendant, (High Sky, Inc.)
Joseph Fram, President at R.D. 3, Catawissa, Col. Co., Pa.
by Deputy Sheriff John J. O'Brien.
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So answers:
John J. O'Brien
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this day of
19 .

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

LINCOLN BANK
vs
HIGH SKY, INC.

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 2 of 1977
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON LOIS A. CARNEVALE

On October 27, 1980, sent a true and attested copy of the within Writ of Execution and a true copy of the Notice of Sheriff's Sale of Real Estate to Lois A. Carnevale, 1435 Grand Oak Lane, West Chester, Pa.

by Certified Mail, Return Receipt Requested Number P16 6236714.
Said Lois A. Carnevale received same on 27 October 1980
per signature of - See Return Receipt Card - on Return Receipt
card attached hereto and made part of this return. Receipt for CERTIFIED MAIL
NUMBER P16 6236714 is attached.

So Answers:

A. J. Zale
A. J. Zale
Chief Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this _____ day of _____

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

LINCOLN BANK
VS
HIGH SKY, INC.

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 2 of 1977
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON NICHOLAS F. CARNEVALE

On October 27, 1980, sent a true and attested copy of the within Writ of Execution and a true copy of the Notice of Sheriff's Sale of Real Estate to Nicholas F. Carnevale, 1435 Grand Oak Lane, West Chester, Pa.
by Certified Mail, Return Receipt Requested Number P16 6236715.
Said Nicholas F. Carnevale received same on 27 October 1980
per signature of -See Return Receipt- on Return Receipt
card attached hereto and made part of this return. Receipt for CERTIFIED MAIL
NUMBER P16 6236715 is attached.

So Answerst

A. J. Zale
A. J. Zale
Chief Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this _____ day of _____

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENBINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

November 20, 1980

LINCOLN BANK

VS

HIGH SKY, INC.

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 2 of 1977
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On November 20, 1980 at 7:15 A.M. _____, posted a copy of the SHERIFF'S
SALE bill on the property of High Sky, Inc., R.D. 3, Catawissa, xxxxxxxxxxxxxx

Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien.

So Answered
John J. O'Brien

Deputy Sheriff

For:

Victor B. Vandling

Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
_____ day of _____.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF ACCOUNTS SETTLEMENT
HARRISBURG

NOTICE - SALE OF PROPERTY

To the Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055
Harrisburg, Pennsylvania 17105

In accordance with the provisions of Section 1402 and 1712 of the Fiscal Code of 1929 (Act of April 19, 1929, P.L. 343), requiring sheriffs, receivers, assignees, masters or other officers having charge of the sale of the property or franchises of corporations, limited partnerships or joint-stock associations, to notify the Secretary of Revenue of such sale and to read at the sale a certificate, to be furnished by him, relative to liens for State taxes, bonus and other public accounts, settlements, providing a fee for said officers, and imposing a penalty for neglect or refusal to perform such duties, the following statement is filed:

FIRST. The name or names of the plaintiff or party at whose instance or upon whose account the sale is made is:

LINCOLN BANK

SECOND. The name of the corporation, limited partnership or joint-stock association whose property or franchise is to be sold is:

HIGH SKY, INC.

(CORRECT CORPORATE TITLE)

THIRD. The time and place of sale is:

December 18, 1980 at 2:00 P.M., Sheriff's Office, Columbia County
Court House, Bloomsburg, Pa. 17815

FOURTH. The nature of the property to be sold and the location of the same is:

Real Estate, Cleveland, Conyngham and Locust Townships, Columbia County

FIFTH. Are the franchises included in the advertised description of property to be sold?

(Signature) *A. J. Zale*

(Title or official capacity) Chief Deputy Sheriff

(P.O. Address) Col. Co. Sheriff's Dept.

Bloomsburg, Pa. 17815

Date of notice November 3, 1980

Please attach copy of description as advertised.

THIS NOTICE MUST BE FILED WITH THE DEPARTMENT OF REVENUE TWENTY (20) DAYS PRIOR TO DATE OF SALE

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting
I, ~~Frank X. Beishline~~ Recorder of Deeds, &c. in and for said County, do hereby certify that I
have carefully examined the Indices of mortgages on file in this office against
High Sky, Inc. and Nicholas F. and Lois Carnevale, his wife,

and find as follows:

MORTGAGE:

High Sky, Inc.,	:	Mortgage Book 166, Page 606
to	:	Dated: May 30, 1973
Lincoln Bank.	:	Recorded: June 11, 1973
	:	Amount \$400,000.00

See Copy of Mortgage attached.

Fee ..\$1.50

In testimony whereof I have set my hand and
seal of office this 25th day of November
A.D., 19 80

Beverly J. Michael Acting
.....RECORDER

See Release of Mtg. Misc. BK. 52 pg. 601
May 5, 1975
See Rel. of Mtg. Misc. BK 53, pg. 134, rec'd 9/9/75
See Rel. of Mtg. Misc. BK 53, pg. 134, rec'd 9/9/75
See Rel. of Mtg. Misc. BK 54, pg. 700, rec'd 1/2/76

Mortgage

This Mortgage, made this 30th day of May, 19 73
between **HIGH SKY, INC.**, a Pennsylvania Corporation, with offices located at
1521 Wallingford Road, Springfield, Delaware County, Pennsylvania

(hereinafter called the Mortgagor), of the one part, and **LINCOLN BANK**, a Banking Institution
organized and existing under the laws of the Commonwealth of Pennsylvania,
with offices located at 1535 Locust Street, Philadelphia, Pennsylvania
(hereinafter called the Mortgagee), of the other part.

WHEREAS the Mortgagor, in and by a certain Obligation of the Mortgagor duly executed, bearing even date herewith,
is indebted to Mortgagee in the sum of _____

EIGHT HUNDRED THOUSAND AND _____00/100 (\$ 800,000.00) Dollars
lawful money of the United States of America, conditioned for payment of the principal sum of _____

FOUR HUNDRED THOUSAND AND _____00/100 (\$ 400,000.00) Dollars
lawful money as aforesaid, together with interest thereon as therein provided, payable as set forth in said Obligation and
such other sum or sums as may be due Mortgagee under the terms and covenants of, or secured by, this Mortgage, without
fraud or delay, and for the performance of all covenants and conditions of said Obligation and of this Mortgage.

THIS MORTGAGE WITNESSETH that Mortgagor, in consideration of the aforesaid principal sum, and further to se-
cure payment thereof and of all other sums required by the terms of said Obligation or of this Mortgage to be paid by Mori-
gagor and to secure the performance of the terms, covenants and stipulations thereof and hereof and to secure the payment of
all future advances and all other indebtedness and obligations of Mortgagor to Mortgagee hereafter arising or incurred, (in-
tending to be legally bound and in consideration of the sum of One Dollar paid to Mortgagor by Mortgagee, at the sealing and
delivery of these presents, the receipt of which is hereby acknowledged,) does hereby grant, bargain, sell, alien, enfeoff, release,
convey and confirm, unto Mortgagee all the following premises:

ALL THAT CERTAIN lot or parcel of ground Situate partly in Cleveland Township,
Conyngham Township and Locust Township, Columbia County, Pennsylvania, bounded
and described as follows, to wit:

BEGINNING at an old P.K. nail in center line of Pennsylvania Department of
Highways old Traffic Route #42, where said center line intersects with the
North property line of the Roaring Creek Water Company; thence from the place
of beginning along the North property line of the aforementioned Roaring
Creek Water Company North eighty two degrees twelve minutes and thirty seconds
West for a distance of four hundred sixty seven and seventy three hundredths
feet to an old iron pin in a stone pile; thence further along the same South
eight degrees thirteen minutes and no seconds West for a distance of one
hundred fifty seven and sixty six hundredths feet to an old iron pin in a stone
pile; thence still further along the same North eighty three degrees twenty
one minutes and no seconds West for a distance of one thousand six hundred
ninety four and eighty hundredths feet to an iron pin in a stone pile; thence
still further along the same South eight degrees fifteen minutes and no seconds
West for a distance of two hundred eighty three and thirty hundredths feet to
an old set stone; thence still further along the same North eighty two degrees
forty five minutes and thirty nine seconds West for a distance of three
thousand five hundred fifty one and thirteen hundredths feet to an old tack
in stake in a stone pile; thence still further along the same South seven
degrees forty nine minutes and no seconds West for a distance of three hundred
fifty three and seventy three hundredths feet to an old iron pin in a stone
pile; thence still further along the same North eighty two degrees thirty
four minutes and no seconds West for a distance of four thousand four hundred
fifty six and thirty hundredths feet to an old iron pipe in a stone pile; thence
still further along the same South seven degrees forty minutes and ten seconds
West for a distance of five hundred twenty one and seven hundredths feet
to an old angle iron in a stone pile; thence still further along the same North
eighty two degrees forty minutes and no seconds West for a distance of one
thousand nine hundred forty three and forty hundredths feet to an old iron pin
in a stone pile; thence still further along the same North eighty two degrees
thirty three minutes and forty two seconds West for a distance of one thousand
six hundred ninety eight and fifty hundredths feet to an old stone pile; thence
still further along the same South seven degrees thirty five minutes and no
seconds West for a distance of four hundred and forty hundredths feet to an
old iron pin in a stone pile; thence still further along the same North eighty
two degrees thirty five minutes and no seconds West for a distance of one
thousand seven hundred twenty one and no hundredths feet to an old stone pile;
thence still further along the same North eighty one degrees twenty nine
minutes and fifty five seconds West for a distance of seven hundred nine and
twenty four hundredths feet to an old iron pipe in a stone pile; thence along
the Beach tract North three degrees twenty one minutes and fifty three seconds
East for a distance of one thousand one hundred sixty four and twenty one
hundredths feet to an old iron pin in a stone pile; thence along the South line
of the John Lee Warrant North eighty five degrees fifty three minutes and fifty
seconds East for a distance of nine hundred fifty four and seventy nine
hundredths feet to an old iron pin in a stone pile; thence further along the
same South eighty five degrees forty one minutes and fifty one seconds East

See Rel. of Mtg. Misc. BK 53, pg. 134, rec'd 9/9/75
See Rel. of Mtg. Misc. BK 53, pg. 134, rec'd 9/9/75
See Rel. of Mtg. Misc. BK 54, pg. 700, rec'd 1/2/76
166 PAGE 606

for a distance of one thousand two hundred ninety six and fifty eight hundredths feet to a 30 inch gum tree; thence still further along the same South eighty five degrees thirty seven minutes and twenty one seconds East for a distance of one thousand four hundred fifty nine and eighty one hundredths feet to an iron pin; thence still further along the same North seven degrees five minutes and twenty eight seconds East for a distance of three hundred five and twenty five hundredths feet to an old stone pile thence still further along the same and along land of the Stine tract and along line of land of the Wegrzynowicz tract South eighty six degrees thirty eight minutes and thirteen seconds East for a distance of four thousand sixty one and fifty seven hundredths feet to an old iron pin in a stone pile; thence further along lands of the Wegrzynowicz tract North six degrees nine minutes and no seconds East for a distance of one hundred eighty five and thirty two hundredths feet to an old iron pin in a stone pile; thence still further along the same North eighty six degrees twenty nine minutes and fifty one seconds East for a distance of one thousand five hundred thirty six and twenty four hundredths feet to an old iron pipe in a stone pile; thence still further along the same South eighty six degrees forty nine minutes and eleven seconds East for a distance of three hundred forty seven and eighty eight hundredths feet to an old iron pin in a stone pile; thence along the West line of lands of the Weisser tract (East right-of-way line of the PP&L Co. Pole line) South six degrees twenty seven minutes and twenty four seconds West for a distance of one thousand two hundred forty four and eighty hundredths feet to an old iron pipe; thence further along land of the Weisser tract South eighty seven degrees thirty three minutes and no seconds East for a distance of one hundred seventy nine and seventy seven hundredths feet to an old iron pipe; thence along line of lands of the Beltz tract North nineteen degrees forty three minutes and sixteen seconds East for a distance of two hundred eighty two and ninety two hundredths feet to an old set stone; thence along line of lands of the Beltz tract South eighty six degrees twelve minutes and eleven seconds East for a distance of one thousand two hundred thirty eight and forty three hundredths feet to an old set stone; thence still further along the same North ten degrees forty six minutes and no seconds East for a distance of seven hundred seven and fifty three hundredths feet to an old stone pile; thence still further along the same South eighty nine degrees fifty minutes and no seconds East for a distance of one thousand one hundred thirty seven and eighty hundredths feet to an old P. K. nail in the center line of Pennsylvania Department of Highways old Traffic Route #42; thence along the center line of Pennsylvania Department of Highways old Traffic Route #42 South eighty two degrees thirty six minutes and no seconds East for a distance of three hundred thirty five and sixty four hundredths feet to a point on the South right-of-way line of existing Penn Dot Traffic Route #42; thence along said South right-of-way line of existing Penn Dot Traffic Route #42 South seventy seven degrees nine minutes and no seconds East for a distance of one thousand seventy one and sixty two hundredths feet to a point; thence along the center line of the Pennsylvania Department of Highways old Traffic Route #42 South sixty one degrees no minutes and no seconds East for a distance of two hundred seventy one and forty five hundredths feet to a point; thence further along the same South seventy six degrees seventeen minutes and no seconds East for a distance of two hundred twenty three and thirty one hundredths feet to a point; thence still further along the same South seventy four degrees no minutes and no seconds East for a distance of one hundred eighty three and no hundredths feet to a point thence still further along the same South eighty seven degrees twenty minutes and no seconds East for a distance of three hundred fifty five and no hundredths feet to a point; thence still further along the same South seventy eight degrees thirty six minutes and no seconds East for a distance of two hundred forty seven and no hundredths feet to a point; thence still further along the same South seventy five degrees thirty seven minutes and twenty seconds East for a distance of four hundred eighty eight and seventeen hundredths feet to a point on the South right-of-way line of existing Penn Dot Traffic Route #42; thence along the said South right-of-way line of existing Penn Dot Traffic Route #42 around a curve having an angle of five degrees thirty minutes and no seconds a radius of two thousand eight hundred fourteen and seventy nine hundredths feet a tangent of one hundred thirty five and twenty hundredths feet an arc of two hundred seventy and twenty hundredths feet for a chord course of South sixty five degrees fourteen minutes and no seconds East for a chord distance of two hundred seventy and ten hundredths feet to a point; thence along the aforementioned center line of Pennsylvania Department of Highways old Traffic Route #42 South forty eight degrees six minutes and no seconds East for a distance of three hundred ninety seven and no hundredths feet to a point; thence further along the same South fifty two degrees twenty one minutes and forty four seconds East for a distance of two hundred twelve and eighteen hundredths feet to a point; thence still further along the same

DESCRIPTION AND RECITAL (continued)

South forty seven degrees four minutes and no seconds East for a distance of two hundred nine and fifty hundredths feet to the place of beginning.

CONTAINING 435.126 acres and being shown in greater detail on a plan laid out by Marilyn J. Jenkins, Registered Surveyor, Pottsville, Penna., dated November 19, 1971 and being designated as Plan #9498.

BEING part of the same premises which High Sky, Inc. (Pa. Corp.) etal by Deed dated January 10, 1972 and recorded in Columbia Co. in Deed Book 254 page 1034 granted and conveyed unto High Sky, Inc. (Pa. Corp.)

EXCEPTING AND RESERVING THEREFROM AND THEREOUT THE FOLLOWING FOUR TRACTS:
EXCEPTION #1

ALL that certain lot or parcel of ground situate partly in Conyngham and partly in Locust Townships, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin on the south line of High Sky Development, Phase I (north line of lands of the Roaring Creek Water Company), said iron pin being located South seven degrees and forty-nine minutes West (S 7°49'W) a distance of three hundred fifty-nine and fifty-three hundredths feet (359.53') and North eighty-two degrees and thirty-four minutes West (N 82°34'W) a distance of one thousand seven hundred and eighty-two hundredths feet (1,712.82') from an iron pin located at the intersection of the South line of Evergreen Lane with the eastern line of High Sky, Inc. Development, Phase I; thence from the place of beginning along the South line of High Sky, Inc. Development, Phase I (North line of the Roaring Creek Water Company), North eighty-two degrees and thirty-four minutes West (N 82°34' W) for a distance of six hundred twenty-eight and sixty-seven hundredths feet (628.67') to an iron pin; thence along the east line of Lot #158 North ten degrees and twelve minutes East (N 10°12'E) for a distance of one hundred thirty-two and fifty-seven hundredths feet (132.57') to an iron pin; thence along the South line of Evergreen Lane around a curve having an angle of one degree and twenty-eight minutes (1°28'), a radius of six hundred eighty-two and eighty-six hundredths feet (682.86') a tangent of eight and seventy-four hundredths feet (8.74'), an arc of seventeen and forty-eight hundredths feet (17.48') for a chord course of South eighty degrees and thirty-six minutes East (S 80°36'E) for a chord distance of seventeen and forty-eight hundredths feet (17.48') to a point; thence further along the same South seventy-nine degrees and fifty-two minutes East (S 79°52'E) for a distance of sixty-four and no hundredths feet (64.00') to a point; thence still further along the same around a curve having an angle of fourteen degrees and fifty-two minutes (14°52') a radius of five hundred fifty-three and two hundredths feet (553.02'), a tangent of seventy-two and fifteen hundredths feet (72.15'), an arc of one hundred forty-three and forty-nine hundredths feet (143.49') for a chord course of South eighty-seven degrees and eighteen minutes East (S 87°18'E) for a chord distance of one hundred forty-three and nine hundredths feet (143.09') to a point; thence still further along the same North eighty-five degrees and sixteen minutes East (N 85°16'E) for a distance of three hundred fifty-one and no hundredths feet (351.00') to a point; thence still further along the same around a curve having an angle of eight degrees and fifty-two minutes (8°52'), a radius of two hundred seventy-seven and two hundredths feet (277.02'), a tangent of twenty-one and forty-eight hundredths feet (21.48'), an arc of forty-two and eighty-seven hundredths feet (42.87') for a chord course of North eighty-nine degrees and forty-two minutes East (N 89°42'E) for a chord distance of forty-two and eighty-three hundredths feet (42.83') to an iron pin; thence along the West line of Lot #156 South four degrees and eight minutes West (S 4°08'W) for a distance of two hundred twenty and seventh-one hundredths feet (220.71') to the place of beginning.

CONTAINING 2.328 acres and being shown in greater detail on a plan laid out by Marilyn J. Jenkins, Registered Surveyor, Pottsville, Pennsylvania, dated September 17, 1971, revised March 18, 1972 and being designated as Lot #157 on Plan #9498-1, attached hereto.

DESCRIPTION AND RECITAL (continued)

BEING the same premises which High Sky, Inc. (Pa. Corp.) by Deed dated March 28, 1972 and recorded in Deed Book 255 page 692 granted and conveyed unto Fram Am, Incorporated, (Pa. Corp.)

EXCEPTION #2

ALL that certain lot or parcel of ground situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin on the South line of High Sky Development, Phase 1 (North line of lands of the Roaring Creek Water Company), said iron pin being located South seven degrees and forty-nine minutes West ($S 7^{\circ}49'W$) a distance of three hundred fifty-three and seventy-three hundredths feet ($353.73'$) and North eighty-two degrees and thirty-four minutes West ($N 82^{\circ}34' W$) a distance of two thousand seven hundred nine and no hundredths feet ($2,709.00'$) from an iron pin located at the intersection of the South line of Evergreen Lane with the Eastern line of High Sky, Inc. Development, Phase 1; thence from the place of beginning along the South line of High Sky, Inc Development Phase 1 (North line of the Roaring Creek Water Company) North eighty-two degrees and thirty-four minutes West ($N 82^{\circ} 34' W$) for a distance of four hundred seventy and one hundredths feet ($470.01'$) to an iron pin; thence along the aforementioned South right-of-way line of Evergreen Lane around a curve having an angle of thirty-one degrees and twenty-six minutes ($31^{\circ}26'$) a radius of one hundred eighty-seven and seventy-three hundredths feet ($187.73'$), a tangent of fifty-two and eighty-three hundredths feet ($52.83'$), an arc of one hundred two and ninety-nine hundredths feet ($102.09'$) for a chord course of North eighty-one degrees and forty-three minutes East ($N 81^{\circ}43' E$) for a chord distance of one hundred one and seventy hundredths feet ($101.70'$) to a point; thence further along the same North sixty-six degrees and no minutes East ($N 66^{\circ}00'E$) for a distance of twenty-four and eighty-two hundredths feet ($24.82'$) to a point; thence still further along the same around a curve having an angle of twenty-three degrees and twenty-two minutes ($23^{\circ}22'$), a radius of one hundred ninety and sixty-two hundredths feet ($190.62'$), a tangent of thirty-nine and forty-two hundredths feet ($39.42'$), an arc of seventy-seven and seventy-four hundredths feet ($77.74'$) for a chord course of North seventy-seven degrees and forty-one minutes East ($N 77^{\circ}41' E$) for a chord distance of seventy-seven and twenty hundredths feet ($77.20'$) to a point; thence further along the same North eighty-nine degrees and twenty-two minutes East ($N 89^{\circ} 22' E$) for a distance of one hundred ninety and seventeen hundredths feet ($190.17'$) to a point; thence still further along the same around a curve having an angle of eleven degrees and thirty-eight minutes ($11^{\circ}38'$) a radius of four hundred seventy-four and thirty-two hundredths feet ($474.32'$), a tangent of forty-eight and thirty-two hundredths feet ($48.32'$), an arc of ninety-six and thirty-one hundredths feet ($96.31'$) for a chord course of South eighty-four degrees and forty-nine minutes East ($S 84^{\circ}49' E$) for a chord distance of ninety-six and fourteen hundredths feet ($96.14'$) to an iron pin; thence along the West line of Lot No. 159 South eleven degrees and no minutes West ($S 11^{\circ}00' W$) for a distance of ninety-seven and twenty-three hundredths feet ($97.23'$) to the place of beginning.

CONTAINING 0.683 acres and being shown in greater detail on a plan laid out by Marilyn J. Jenkins, Registered Surveyor, Pottsville, Pennsylvania, dated September 17, 1971, revised May 22, 1972 and being designated as Lot No. 160 on Plan No. 9493-1.

BEING the same premises which High Sky, Inc. (Pa. Corp.) by Deed dated September 6, 1972 and recorded in Columbia Co. in Deed Book 258 page 181 granted and conveyed unto Thomas H. McFadden and Rosanne M., his wife.

DESCRIPTION AND RECITAL (continued)

EXCEPTION # 3

ALL THAT CERTAIN lot or parcel of ground Situate partly in Locust and partly in Conyngham Townships, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North line of lands of the Roaring Creek Water Company, said iron pin being located North eighty-two degrees and thirty-four minutes West a distance of one thousand eighteen and twenty-nine hundredths feet from a set stone located at a corner in line of lands of the Roaring Creek Water Company; thence from the place of beginning along the aforementioned North line of lands of the Roaring Creek Water Company North eighty-two degrees and thirty-four minutes West for a distance of one hundred twelve and fifty-six hundredths feet to an iron pin; thence along the East line of Lot #152 North seven degrees and twenty-six minutes East for a distance of two hundred thirty-one and thirteen hundredths feet to an iron pin; thence along the South right-of-way line of a proposed thirty-three foot road South eighty-five degrees and forty-two minutes East for a distance of one hundred twelve and seventy-three hundredths feet to an iron pin; thence along the West line of Lot #150 South seven degrees and twenty-six minutes West for a distance of two hundred thirty-seven and twenty-nine hundredths feet to the place of beginning.

CONTAINING 26,362.00 Square Feet and being shown in greater detail on a plan laid out by Merlyn J. Jenkins, Registered Surveyor, Pottsville, Pennsylvania, dated January 15, 1973, and being designated as Lot #151 Revised on Plan #9857.

BEING the same premises which High Sky, Inc. by Deed dated Feb. 20th, 1973, 1973 and intended to be recorded in Columbia Co. granted and conveyed unto Arthur A. Brown, Jr. and Jeanette F. Brown, his wife.

EXCEPTION #4

ALL THAT CERTAIN lot or parcel of ground Situate partly in Conyngham and partly in Locust Townships, Columbia County, Penna., bounded and described as follows:

BEGINNING at an iron pin on the South line of High Sky Development, Phase I (North line of lands of the Roaring Creek Water Company), said iron pin being located South seven degrees and forty nine minutes West a distance of three hundred fifty nine and fifty three hundredths feet and North eighty two degrees and thirty four minutes West a distance of two thousand four hundred eighty seven and seventy eight hundredths feet from an iron pin located at the intersection of the South line of Evergreen Lane with the Eastern line of High Sky, Inc. Development, Phase I; thence from the place of beginning along the South line of High Sky, Inc. Development, Phase I (North line of the Roaring Creek Water Company) North eighty two degrees thirty four minutes West for a distance of two hundred twenty one and twenty two hundredths feet to an iron pin; thence along the East line of Lot #160 North eleven degrees and no minutes East for a distance of ninety seven and twenty three hundredths feet to an iron pin; thence along the South line of Evergreen Lane South seventy nine degrees and no minutes East for a distance of thirty six and no hundredths feet to a point; thence further along the same around a curve having an angle of fifteen degrees and thirty two minutes a radius of three hundred eighty three and nine hundredths feet a tangent of fifty two and twenty five hundredths feet an arc of one hundred three and eighty six hundredths feet for a chord course of South eighty six degrees and forty six minutes East for a chord distance of one hundred three and fifty four hundredths feet to a point; thence still further along the same North eighty five degrees and twenty eighty minutes East for a distance of fifty three and ten hundredths feet to an iron pin; thence along the West line of Lot #158 South four degrees and thirty two minutes East for a distance of one hundred fifteen and ninety one hundredths feet to the place of beginning.

CONTAINING 0.474 acres and being shown in greater detail on a plan laid out by Merlyn J. Jenkins, Registered Surveyor, Pottsville, Pennsylvania, dated September 17, 1971, revised May 22, 1972, and being designated as Lot #159 on Plan #9498-1.

TOGETHER with all and singular the Buildings and Improvements on said premises, as well as all alterations, additions or improvements now or hereafter made to said premises and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whatsoever, now or hereafter installed in or upon said premises, Streets, Alleys, Passages, Ways, Waters, Water Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof:

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the buildings and improvements thereon erected, the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances unto the said Mortgagee, its successors or assigns, to or for the only proper use and behalf of the said Mortgagee, its successors or assigns forever.

AND, the Mortgagor hereby covenants, promises and agrees to and with the Mortgagee that all furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, electrical refrigeration plants, air-conditioning and air-cooling systems, including all operating equipment belonging to any of them, and all apparatus, appliances and fixtures for the creation and distribution of light, heat, power and water including all pipes, wires, faucets, bathroom and kitchen fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing upon the mortgaged premises, and all structures, gas and oil tanks and equipment erected or placed in or upon the mortgaged premises shall be considered as annexed to and forming part of the freehold.

BUT, PROVIDED ALWAYS, nevertheless, that if said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee, the aforesaid debt or principal sum secured by this Mortgage, on the day and time and in the manner, hereinbefore mentioned and appointed for payment of the same, together with interest and all sums advanced for payment of any ground rents, taxes, water rents, charges, claims or insurance premiums as aforesaid, without any fraud or further delay, and without any deduction, defalcation or abatement to be made of anything, for or in respect of any ground rents, taxes or water rents or charges or claims whatsoever, then and from thenceforth, as well this present mortgage, and the estate hereby granted, upon payment of satisfaction costs as determined by Mortgagee, shall cease, determine and become void, anything hereinbefore contained to the contrary notwithstanding.

The Mortgagor expressly covenants and agrees as follows:

1. In the event that any payment provided for herein or in the aforesaid Obligation shall become overdue for a period in excess of 15 days, the Mortgagor agrees to pay a late charge of five (\$.05) cents for each One (\$1) Dollar so overdue for the purpose of defraying expenses incident to handling the delinquent payment.

2.

3. ~~The Mortgagor shall, unless otherwise directed by Mortgagee, also pay to the Mortgagee~~ ~~installments on~~ account of the annual taxes and water rents and sewer rents assessed or to be assessed against the mortgaged premises and the premiums on all policies of insurance held by the Mortgagee pursuant to the provisions hereof, in amounts sufficient to permit the Mortgagee to pay said taxes, water rents, sewer rents and insurance premiums as and when they become due. Such installments may be used by the Mortgagee for the purpose designated at such time or times as the Mortgagee in its sole discretion may determine and be held and accumulated by the Mortgagee in a common escrow account, and any income therefrom may be retained and used by the Mortgagee for its own benefit.

4. The Mortgagor shall keep and maintain the buildings, improvements, fixtures, machinery and equipment located on the mortgaged premises at all times, in such good order, repair and condition as may be required by the Mortgagee, and shall not make, allow or permit to be made any alterations, additions or improvements to the said mortgaged premises or remove any fixtures, machinery or equipment therefrom without first obtaining the written consent of the Mortgagee. Mortgagee shall have the right, at all times during the period of this Mortgage, upon notice to Mortgagor, to have access to the mortgaged premises for the purpose of inspecting the same.

5. The Mortgagor shall not use or permit said premises to be used or occupied for any purpose other than that for which they are being used or occupied at the date hereof without the prior written consent of the Mortgagee.

6. The Mortgagor shall not transfer or convey (directly or indirectly, with or without consideration) all or any part of the mortgaged premises without the prior written consent of the Mortgagee. For this purpose, any substitution or withdrawal of the persons holding shares or interests possessing more than fifty (50%) per cent of the voting power or control of Mortgagor shall be deemed such a transfer or conveyance.

7. ~~The Mortgagor agrees that, if the total of the payments made by the Mortgagor, as hereinabove provided, for and on~~ account of taxes, water rents, sewer charges and insurance premiums shall exceed the amount necessary to pay the same when due, such excess may be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor or otherwise, as Mortgagee shall deem proper; but if the total of such payments made by the Mortgagor shall not be sufficient, from time to time, to pay all such taxes, water rents, sewer charges and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee, forthwith upon request, any amount required to make up such deficiency at least thirty days prior to the last date when payment of such taxes, water rents or sewer charges may be made without penalty or interest being added thereto or at least thirty days prior to the expiration date of any insurance policy on said mortgaged premises, as the case may be. If there shall be a default in any of the provisions of said Obligation or this Mortgage, resulting in public sale of the premises, the Mortgagee is hereby authorized to apply, at the time of the commencement of such proceedings, the balance then remaining in the funds accumulated on account of taxes, sewer and water charges and insurance premiums as a credit against accrued interest or the balance of principal of said mortgage debt ~~then remaining unpaid, or both.~~

8. The Mortgagor shall pay all ~~other~~ taxes, assessments, charges and claims assessed or levied at any time, present or future, by any lawful authority, upon the mortgaged premises, within thirty days after such taxes or assessments or charges or other claims shall have become a charge upon the mortgaged premises and, in all events, on or before the last day when payment

thereof may be made without penalty or interest being added thereto; and (with the exception of the taxes, water rents and sewer charges paid by the Mortgagee, on behalf of the Mortgagor, from funds deposited by the Mortgagor for that purpose, as aforesaid) the Mortgagor shall produce to the Mortgagee, within ten days after payment thereof as aforesaid, receipts for all taxes, assessments, charges or claims of whatsoever nature, which by any present law or future law, or laws, may be or become a lien upon the mortgaged premises.

9. The Mortgagor shall from time to time, and at all times until full payment of the principal sum represented by said Obligation and all accrued interest thereon, keep the buildings and improvements now existing or hereafter erected on the mortgaged premises and all other items, covered hereby, insured as may be required from time to time by the Mortgagee, against loss by fire and other hazards, casualties and contingencies, including, if required, rent and war damage insurance, in such amounts and for such periods as may be required by the Mortgagee, and will pay promptly when due, all premiums on such insurance not otherwise collected by the Mortgagee. All such insurance shall be carried in companies approved by the Mortgagee, and the policies and renewals thereof shall be assigned to, and held by, Mortgagee and have attached thereto noncontributory loss-payable clauses in favor of and in form acceptable to the Mortgagee with a ten day advance written notice requirement in favor of Mortgagee prior to any amendment or cancellation. The Mortgagor shall, in any event, carry fire insurance and other hazard insurance on the Buildings and Improvements on the mortgaged premises in amount not less than the full insurable value thereof and sufficient to comply with all co-insurance provisions in said policies. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, either to the reduction of the said Obligation or to the restoration or repair of the property damaged. In the event of foreclosure or other transfer of title to the mortgaged premises in extinguishment of said mortgage debt, all right, title and interest of the Mortgagor in and to all such insurance policies then in force shall pass to the purchaser or grantee.

10. The Mortgagor shall not suffer or permit to exist any encumbrance or lien to attach to or to be enforced against the premises covered by this Mortgage or any of the items covered by this Mortgage.

11. The Mortgagee shall have the right to pay any ground rents, taxes, assessments, water rents, insurance premiums, and all other charges and claims which the Mortgagor has agreed to pay under the terms hereof, and to use its own funds to make such payments, and to advance and pay any sums of money that, in its judgment, may be necessary to perfect or preserve its title to this Mortgage, or title to the premises covered thereby, and any amount or amounts so paid by the Mortgagee, unless repaid forthwith upon demand, shall be added to the principal debt of said Obligation, shall bear interest at the maximum legal rate from the date of payment to the date of repayment, and shall be secured by this Mortgage as part of said principal debt and interest thereon, and Mortgagee, at Mortgagee's option, shall be entitled to be subrogated to any lien, claim or demand paid by it or discharged with money so advanced by it.

12. If, at any time, default shall be made in the payment, when due, of any payment of principal or interest, or in any other payment in said Obligation provided for, or in the performance by the Mortgagor of any of the other covenants and agreements of the Mortgagor therein or in this Mortgage contained, and said default shall continue for the space of fifteen (15) days, then and in every such case, the whole principal debt aforesaid shall, at the option of the Mortgagee, become due and payable immediately without demand or notice and payment of said principal debt, or the balance thereof unpaid, as well as all other sums required hereby or by the Obligation, and all accrued interest, with an attorney's commission, as hereinafter mentioned, may be enforced and recovered at once.

13. If, at any time, a Writ of Execution is issued upon a judgment obtained upon said Obligation or if a Complaint or any legal proceedings shall be filed, based upon this Mortgage, an attorney's commission for collection, viz: ten per centum (10%) of said principal debt or sum, or Two Hundred (\$200.00) Dollars, whichever is greater, shall be payable and shall be recovered, in addition to all principal and interest and all other recoverable sums then due besides costs of suit, and Mortgagor does hereby expressly waive and relinquish all benefit that might accrue to Mortgagor by virtue of any and every law, made or to be made hereafter, exempting the premises herein described or any other premises or property whatsoever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds arising from any sale thereof and all benefit of any stay of execution or other process.

14. In the event of any breach by Mortgagor of any covenant, condition or agreement, of said recited Obligation, or of this Mortgage, it shall be lawful for the Mortgagee, to enter upon all and singular the lands, buildings and premises herein particularly described together with the hereditaments and appurtenances, and each and every part thereof, to take possession of the same and of the fixtures and equipment therein contained, to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as Mortgagee may deem proper in Mortgagee's sole discretion, the Mortgagor agreeing that Mortgagor shall and will, whenever requested by Mortgagee so to do, assign, transfer and deliver unto Mortgagee, any lease or sub-lease; to collect and receive all rents, issues and profits of the said mortgaged premises and every part thereof for which this mortgage shall be a sufficient warrant whether or not such lease or sub-lease has been assigned, and to make, from time to time, all alterations, renovations, repairs and replacements thereto as may seem reasonable to Mortgagee, and after deducting the cost of all such alterations, renovations, repairs and replacements and expenses incident to taking and retaining possession of the mortgaged property and the management and operation thereof, and keeping the same properly insured, to apply the residue of such rents, issues and profits, if any, arising as aforesaid, to the payment of all ground rents, taxes, charges, claims, assessments, water rents, sewer charges and any other liens or encumbrances and premiums for said insurance and interest on all the advances by Mortgagee for said purposes at the maximum legal rate, or to the interest and principal due and secured by this Mortgage, with all costs and attorney's fees, in such order or priority, as Mortgagee, in Mortgagee's sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding; it being expressly agreed, however, that the taking of possession by Mortgagee, under this provision, shall not relieve any default which may have been made by Mortgagor, or prevent the enforcement of any of the remedies by this Mortgage, or said recited Obligation, provided in case of such default; and it is further expressly understood and agreed that the remedies by this Mortgage and said recited Obligation provided for the enforcement of the payment of the principal sum hereby secured together with interest thereon, and for the performance of the covenants, conditions and agreements herein contained, or by this Mortgage referred to, are cumulative and concurrent and may be pursued singly or successively or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur.

15. In the event of any breach as aforesaid, Mortgagor does hereby authorize and empower any prothonotary, clerk or attorney of the Court of Common Pleas, in the Commonwealth of Pennsylvania, or of any other court there or elsewhere, as attorney for Mortgagor, as well as for all persons claiming under, by, or through them, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the premises mortgaged by this Mortgage, together with the hereditaments and appurtenances (without any stay of execution or appeal) against said Mortgagor, and therein confess judgment for the recovery, by the Mortgagee, of the possession of said mortgaged premises together with the hereditaments and appurtenances, for which this Mortgage (or a copy thereof verified by Affidavit) shall be sufficient warrant; whereupon if the Mortgagee so desires, a Writ of Possession may be issued forthwith, without any prior writ or proceeding whatsoever, Mortgagor hereby releasing and agreeing to release Mortgagee from all errors and defects whatsoever in entering such action or judgment or in causing such writ or writs to be issued, or in any proceeding thereon or concerning the same, and hereby agreeing that no writ of error or objection shall be made or taken thereto, provided that the Mortgagee shall have filed in such an affidavit made by it, them or someone on its or their behalf setting forth the facts necessary to authorize the entry of such judgment, according to the terms of this Mortgage, of which facts such affidavit shall be conclusive evidence, and it is hereby expressly agreed that if, for any reason, after such action has been commenced, the same shall be discontinued, marked satisfied of record or be determined, or possession of the premises hereby mortgaged remain in or be restored to Mortgagor, the Mortgagee shall have the right for the same default or in the event of any subsequent default or defaults to

bring further amicable actions in the manner as hereinbefore set forth to recover possession of said premises for said default or for any subsequent default, or defaults, and confess judgment for the recovery of possession of the said mortgaged premises as hereinabove provided.

16. As soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made in the payment of principal or interest, or any payment hereinabove and in said recited Obligation provided for, or in the keeping and performance by the Mortgagor of any covenant or agreement contained in said Obligation or in this Mortgage to be kept and performed by said Mortgagor, in the manner and at the time hereinabove specified for the performance thereof, and said default shall continue for a period of fifteen (15) days, in each and every such case it shall and may be lawful for said Mortgagee to file a Complaint or institute any other legal proceedings based upon this Mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sum and all interest thereon and all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or insurance premiums as aforesaid, and all other recoverable sums, together with an attorney's commission for collection, as aforesaid, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding. And the Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Obligation for which this Mortgage is security, or to reduce the amount of the said Obligation to any greater extent than the amount actually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said Obligation or by virtue of the Warrant of Attorney in said Obligation or upon this Mortgage.

17. All rights, options, duties and liabilities in this Mortgage given to, or imposed upon, the respective parties hereto, shall extend to, and bind, the several and respective heirs, executors, administrators, successors and assigns of said parties; and, if there shall be more than one Mortgagor, they shall all be bound jointly and severally by all of the terms, covenants and agreements herein and the word "Mortgagor" shall be deemed and taken to mean each and every person or party hereinabove mentioned as a Mortgagor herein. If there shall be more than one Mortgagor any notice or demand required or permitted by the terms of this Mortgage may be given to any one thereof at said Mortgagor's address last known to the Mortgagee and shall have the same full force and effect as if given to all of them.

IN WITNESS WHEREOF, the undersigned have caused this Mortgage to be executed, sealed and delivered the day and year first above written.

Signed, sealed and delivered
in the presence of

HIGH SKY, INC.
a Pennsylvania Corporation
BY: Joseph E. Fraim, President
ATTEST: Thomas H. McFadden, Secretary

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this the 30th day of May, 1973,

before me, a Notary Public, the undersigned officer, personally appeared Joseph E. Fraim, who acknowledged himself to be the President of HIGH SKY, INC. the corporation named in the foregoing instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

MARTIN E. YAPLIN
Notary Public in and for Philadelphia, Pennsylvania Co.
My Commission Expires July 3, 1976

Notary Public

I hereby certify that the address
of Mortgagee is:

1535 Locust Street, Philadelphia, Pa.

AGENT

Recorded in
of Deeds & Co., in and for Philadelphia County
in Book No. 166 at page 606 this
11 day of June A.D. 1973 at 10:06 AM
by my hand and seal of office

John Q. Tiersch Recorder

WRIT OF EXECUTION - (MONEY JUDGEMENTS) Rules P.R.C.P. 3101 to 3149

LINCOLN BANK, Plaintiff

No. 2 Term 1977 E.D.

No. 247 May Term 1974 J.D.

vs

No. Term 19

HIGH SKY, INC., Defendant

WRIT OF EXECUTION
(MONEY JUDGEMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNA.

To satisfy the judgement, interest and costs against High Sky, Inc.

Defendant (s);

- (1) You are directed to levy upon the property of the defendant (s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws waived and Condemnation agreed to) See "Exhibit A" attached hereto
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of

as Garnishee (s)
(Specifically describe property)

and to notify the Garnishee (s) that

- (a) an attachment has been issued;
- (b) the garnishee (s) is enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof.
- (3) If the property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee (s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$329,240.45.

Interest from 12/2/75 42,624.02.

Att'y Comm. 15% 55,779.67
Total \$427,644.14

Plus costs as per endorsement hereon.

Dated January 24, 1977

(SEAL)
I hereby certify the within to be a
True copy of the original writin this
VICTOR B. VANDLINGO
Sheriff

Prothonotary, Court of Common Pleas of
Columbia County, Penna.

By: Deputy

Lincoln Bank

VS

High Sky, Inc.THURSDAY, December 18, 1980NO. 2 of 1977 E.D.WRIT OF EXECUTION:

Judgement --- Principal
~~Insurance~~ Attorney's Commission - 15%
 Interest from ----- to 10/21/80
 Real Estate Tax
 Interest from ----- to -----
 days @ \$103.24 per day

\$ 329,240.45
73,750.19
142,427.77

TOTAL

Total..... \$ 565,418.11INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)
 Pro. Pd.
 Shff. V.
 Judg. Fee
 Atty. Fee
 Satisfaction

Total.....\$ _____ \$ _____

ATTORNEY FEES

Total.....\$ _____ \$ _____

SHERIFF'S COST OF SALE:

Docket & Levy
 Service of Notice
 Postage
 Posting of Sale Bills (Bldg., Office, Lobby etc.)
 Advertising, Sale Bills
 Advertising, Newspapers
 Mileage
 Crying/Adjourn of Sale
 Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)
 Sheriff's Deed (executing & registering)

10.75
15.00
3.58
15.00
5.00
5.00
16.00

Total.....\$ 90.33

Morning Press (Ads)
 Berwick Enterprise (Ads)
 Henrie Printing
 Finance Charges

1166.24
1166.24
163.95

Total.....\$ 2496.43

Prothonotary - List of Liens
 Deed

15.00Total..... \$ 15.00

Recorder of Columbia Co.
 Deed, Search, Affidavit
 State Stamps
 Realty Transfer Stamps

Total..... \$ _____ \$ _____

REAL ESTATE TAXES:

Borough/Township & County Taxes, 19 80
 School Taxes, District Southern, 19 80
 Parcel #1 20-01-34-5
~~Rxxxxx#2x~~ 1978-79 Delinquent
~~Rxxxxx#3x~~ County, School District, Township
 Parcel #4

366.78
1719.83
3638.00

Total..... \$ 5954.61SEWERAGE RENT DUE:

Municipality _____ for 19 _____ \$ _____ \$ _____

Total Costs ----- \$ 56,641.77
PLUS

Additional \$1.50 for each extra page over 4 added to Deed
 STATE STAMPS @ 1% _____ STATE REALTY TAX @ 1% _____
 POUNDAGE \$ _____

(OVER)

VOLUNTARY CASE: DEBTOR'S PETITION

United States Bankruptcy Court

FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re

HIGH SKY, INC.

Debtor [include here all names used by Debtor within last 6 years]

Case No. 5-80-00671

VOLUNTARY CASE: DEBTOR'S PETITION

1. Petitioners' post-office address is P. O. Box 32, Numidia, Pa. 17858

2. Petitioners have resided [or have had their domicile or have had their principal place of business or have had their principal assets] within this district for the preceding 180 days [or for a longer portion of the preceding 180 days than in any other district].

3. Petitioners are qualified to file this petition and are entitled to the benefits of title 11, United States Code as voluntary debtors.

[If appropriate] 4. ~~A copy of petitioners' proposed plan, dated~~ is attached [or Petitioners intend to file a plan pursuant to chapter 11 [or chapter 13] of title 11, United States Code].WHEREFORE, petitioners pray for relief in accordance with ~~chapter 7~~ [or chapter 11 or chapter 13] of title 11, United States Code.

Signed

John H. Doran, Attorney for Petitioner.

Address

85 West Union StreetWilkes-Barre, Pa. 18702

[Petitioners sign if not represented by attorney.]

Petitioner

FILED

Wilkes-Barre, Pa.

DEC 17 1980

RELIEF ORDEREDMargaret A. Smith
Clerk of the Bankruptcy Court
Per Ray Yabbits 12:35 p.m.
Deputy ClerkUnsworn Declaration under Penalty of Perjury
on Behalf of a Corporation or PartnershipI, Joseph E. Fraim, [the president ~~or authorized agent~~ of the corporation] [or a member or an authorized agent of the partnership] named as petitioner in the foregoing petition, certify under penalty of perjury that the foregoing is true and correct, and that the filing of this petition on behalf of the [corporation] [or partnership] has been authorized.

Executed on

December 17, 1980

Signature:

Joseph E. Fraim, President

NOTE

Rule 109 requires all petitions to be verified. This form is to be used on behalf of a corporation or partnership. It may be adapted for use in connection with other papers required by these rules to be verified. See the Note to Rule 91 U.S.C. § 1746 permits an unsworn declaration to be used in lieu of a verification. See Note to Form No. 1.

December 16, 1980

HIGH SKY CREDITORS

<u>NAME & ADDRESS</u>	<u>AMOUNT</u>	<u>POSITION</u>	<u>TYPE</u>
1. Lincoln Bank 1535 Locust Street Philadelphia, Pa.	\$565,418.11	secured	mortgage lien
2. Jack A. Mihalik, Esq. 29 E. Main Street Bloomsburg, Pa. 17815	3,500.00		
3. Reiner Brothers 427 So. Market Street Mt. Carmel, Pa.	3,500.00	secured	judgment
4. Blain Hosterman 904 Meadow Lane Millersburg, Pa.	1,700.00	secured	judgment
5. Phila. Inquirer Inc. 400 North Broad Street Philadelphia, Pa.	1,300.00		
6. Weiland Bros. Well Drilling R D #1 Milton, Pa. 17847	1,769.14	secured	judgment
7. John Rockefeller 505 Legion Blvd. Pine Grove, Pa. 17963	3,500.00	secured	judgment
8. E. Walter Helm Insurance Co. P. O. Box 907 Media, Pa. 19063	26,500.00		
9. Mary Turick 312 N. Gilbert S treet Shenandoah, Pa.	6,000.00	in litigation	
10. Mildred Kuchta 188 E. Main Street Ringtown, Pa.	6,000.00	in litigation	
11. James Powles R. D. 2 Berwick, Pa. 18603	700.00		

December 16, 1980

Page 2

<u>NAME & ADDRESS</u>	<u>AMOUNT</u>	<u>POSITION</u>	<u>TYPE</u>
12. Fetterolf's Electric Serv. Main & Lavell Streets Ashland, Pa.	\$1,100.00		
13. J. J. Wanzie Numidia, Pa. 17858	1,400.00		
14. Philadelphia Magazine 1500 Walnut Street Philadelphia, Pa.	275.00		
15. Merlyn J. Jenkins Room 301-City Hall Bldg. North Centre Street Pottsville, Pa. 17901	2,100.00		
16. Lowright & Goodspeed	2,100.00	secured	judgment



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

December 17, 1980 at 2:20 P. M. received from Joseph Frain,
United States Bankruptcy Court No. 5-80-00671, In Re: High
Sky, Inc., Voluntary Case: Debtor's Petition.

Victor B. Vandling
Victor B. Vandling
Sheriff of Columbia County

OFFICE OF SHERIFF
COLUMBIA COUNTY
DEC 17 2 26 PM '80
SHERIFF
CHIEF DEPUTY



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

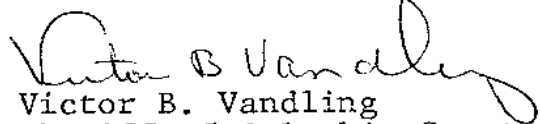
VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

December 17, 1980 at 2:20 P. M. received from Joseph Fraim,
United States Bankruptcy Court No. 5-80-00671, In Re: High
Sky, Inc., Voluntary Case: Debtor's Petition.


Victor B. Vandling
Sheriff of Columbia County

OFFICE OF SHERIFF
COLUMBIA COUNTY
DEC 17 2 26 PM '80
— SHERIFF
CHIEF DEPUTY

LINCOLN BANK,
PLAINTIFF

VS.

HIGH SKY, INC.
DEFENDANT

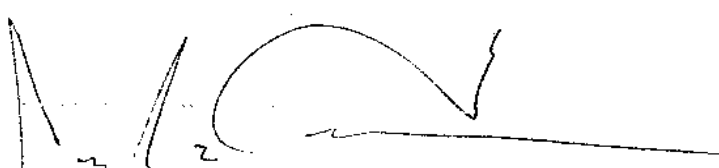
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH, PENNA.
: CIVIL ACTION-LAW
: NO. 247-1974, MAY, J.D.
: No. 2-1977 E.D.
: IN ASSUMPSIT

NOTICE OF APPEAL

Notice is given that High Sky, Inc., defendant above named, hereby appeals to the Superior Court of Pennsylvania from three (3) Orders entered in this matter on the 15th day of December, 1980, which three (3) Orders cover the same following three (3) related issues:

1. Order denying Defendant's Petition to Stay and/or set aside sheriff's sale or execution schedule for December 18, 1980.
2. Denial of Petition to intervene.
3. Oral denial of oral Petition for Supersedeas.

Dated: December 16, 1980



Joseph Fraim, Defendant
President of High Sky, Inc., who is
signing for himself since, due to the
necessity of timeliness of this
appeal, is unable to physically join in.

Sidney Bernstein, Esquire
1715 P.S.F.&S. Building
South 12th Street
Philadelphia, Perma. 19107
(1-215-WA-5- 8727)

LINCOLN BANK,
PLAINTIFF

VS.

HIGH SKY, INC.
DEFENDANT

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH, PENNA.
: CIVIL ACTION-LAW
: NO. 247-1974, May, J.D.
: NO. 2-1977 E.D.
: IN ASSUMPSIT

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a Notice of Appeal and a copy of this Certificate of Service upon the persons and in the manner indicated below, by mailing the same first class mail, postage pre-paid as follows:

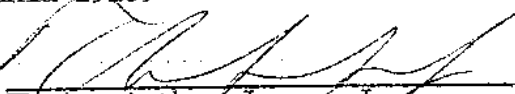
The Honorable Jay W. Myers, P.J.
Judge's Chambers
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815

Frederick T. Trump, RPR
Judge's Chambers
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815

Michael J. Ireys, Esquire
132 East Front Street
Berwick, Pennsylvania 17815

Robert W. Maris, Esquire
2600 Fidelity Building
Philadelphia, Pennsylvania 19109

Dated: December 16, 1980


Thomas Arthur James, Jr.
for Sidney Bernstein, Esquire
1715 P.S.F.&S. Building
South 12th Street
Philadelphia, Penna. 19107

LINCOLN BANK,
PLAINTIFF

VS.

HIGH SKY, INC.,
DEFENDANT

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: OF PENNSYLVANIA
: COLUMBIA COUNTY BRANCH
:
: CIVIL ACTION - LAW
: NO. 247 - 1974, May, J.D.
:
: NO. 2 - 1977 E.D.
: IN ASSUMPSIT

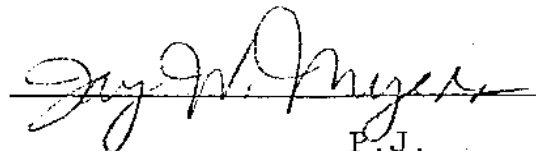
APPEARANCES:

ROBERT W. MARIS, ESQUIRE, Attorney for the
Plaintiff. MICHAEL J. IREY, ESQUIRE, Attorney for Plaintiff.
SIDNEY BERSTEIN, ESQUIRE, Attorney for the
Defendant.

ORDER OF COURT

AND NOW, to wit, this 15th day of December, 1980,
after hearing held, Defendant's petition to stay and/or set
aside sheriff's sale execution scheduled for December ~~3~~, 18
1980, is hereby denied.

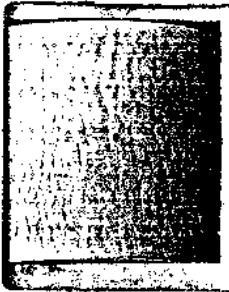
BY THE COURT:


P.J.

12/17/80

High Sky Sheriff Sale

\$1166.24 - Morning Press
~~-1166.24~~ - Berwick Enterprise
\$2332.48 - Total Cost of Legal Adv.



VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

3975

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

December 18, 1980

60-593
313

\$2332.48

Two Thousand-Three Hundred-Thirty Two and 48/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Lincoln Bank vs High-Sky, Inc.

Legal Adv.

No 2 of 1977 E.D.

031305936

57281000

Victor B. Vandling

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }

SS:

Paul R. Everly III
....., being duly sworn according to law deposes and says
that The Morning Press is a newspaper of general circulation with its principal office and place
of business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, and
was established on the 1st day of March, 1902, and has been published daily (except Sundays
and Legal Holidays). continuously in said Town, County and State since the date of its estab-
lishment; that hereto attached is a copy of the legal notice or advertisement in the above en-
titled proceeding which appeared in the issue of said newspaper on.....
November 26, December 3, 10, 1980..... exactly as printed and published; that the
affiant is one of the owners and publishers of said newspaper in which legal advertisement or
notice was published; that neither the affiant nor The Morning Press are interested in the sub-
ject matter of said notice and advertisement, and that all of the allegations in the foregoing
statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this day of 1980

(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 5, 1981

Member, Pennsylvania Association of Notaries

And now,..... 19....., I hereby certify that the advertising and publication
charges amounting to \$..... for publishing the foregoing notice, and the fee for this af-
fidavit have been paid in full.

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

Paul R. Everly III

....., being duly sworn according to law deposes and says that Berwick Enterprise is a newspaper of general circulation with its principal office and place of business in the Town of Berwick, County of Columbia and State of Pennsylvania, and was established on the 6th day of April, 1903, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on
November 26, December 3, 10,, 19 80, exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Berwick Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....
Paul R. Everly III

Sworn and subscribed to before me this day of 19 80

.....
(Notary Public)

My Commission Expires
MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1981
Member Pennsylvania Association of Notaries

And now, 19, I hereby certify that the advertising and publication charges amounting to \$..... for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

TERM
SESS. 19

BLOOMSBURG, PA., November 21, 1980 19

vs.

High sky

M

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

List of Liens

\$15.00

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4153

60-593
313

February 25, 1981

PAY
TO THE
ORDER OF

Prothonotary of Columbia County

\$ 15.00

Fifteen and 00/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Lincoln Bank vs High Sky Inc

NO. 2 OF 1977 E.D.

List of Liens

031305936

572081000

05

Victor B. Vandling



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

December 19, 1980

Michael Ireys, Attorney
132 East Front Street
Berwick, Pennsylvania 18603

Re: Lincoln Bank vs High Sky, Inc.
No. 247 May Term 1974 J.D.
No. 2 of 1977 E.D.

Dear Mike,

On December 18, 1980 the captioned case was scheduled for Sheriff's Sale. Voluntary Case: Debtor's Petition, Case No. 5-80-00671 was filed before the Clerk of Bankruptcy Court, Wilkes-Barre, Pennsylvania on December 17, 1980 at 12:35 P.M. A copy is attached.

Costs incurred by the Columbia County Sheriff's Department in this matter have amounted to \$2581.76. This figure includes \$2332.48 for legal advertising in The Morning Press (Bloomsburg) and Berwick Enterprise. \$163.95 to Henrie Printing for Sale Bills, \$15.00 due the Prothonotary of Columbia County for List of Liens and \$70.33 for services provided via this office (docket, levy, service, postage, mileage, posting etc.).

This office received an advance cost deposit of \$300.00 dated October 22, 1980 (check #1821) and \$2200.00 dated November 18, 1980 (check #1848). Thus our office is requesting payment of \$81.76 from the plaintiff to complete disbursement of costs incurred to date. YOUR PROMPT ATTENTION WILL BE APPRECIATED.

Any further questions or comments should be directed to the undersigned.

Very truly yours,

A. J. Zale
A. J. Zale



Lincoln Bank

1535 LOCUST STREET, PHILADELPHIA, PENNSYLVANIA 19102 • KI 6-6800

February 20, 1981

Mr. A. J. Zale, Chief Deputy
Office of Sheriff of Columbia County
Court House
Bloomsburg, Pennsylvania 17815

RE: LINCOLN BANK vs. HIGH SKY, INC.
No. 247 May Term 1974 J.D.
No. 2 of 1977 E.D.

Dear Mr. Zale:

In reference to your letter to attorney Michael Ireys dated December 19, 1980 we enclosed our Treasurer's Check No. 97011976 in the amount of \$81.76 in connection with the above referenced case.

Very truly yours,

Dana J. Napier
Secretary to A. G. Cunningham, SVP
Commercial Loan Department

dn
enclosure

cc: Michael J. Ireys, Attorney



Lincoln Bank

1535 LOCUST STREET, PHILADELPHIA, PENNSYLVANIA 19102 • KI 6-6800

February 20, 1981

Mr. A. J. Zale, Chief Deputy
Office of Sheriff of Columbia County
Court House
Bloomsburg, Pennsylvania 17815

RE: LINCOLN BANK vs. HIGH SKY, INC.
No. 247 May Term 1974 J.D.
No. 2 of 1977 E.D.

Dear Mr. Zale:

In reference to your letter to attorney Michael Irey dated December 19, 1980 we enclosed our Treasurer's Check No. 97011976 in the amount of \$81.76 in connection with the above referenced case.

Very truly yours,

Dana J. Napier

Dana J. Napier
Secretary to A. G. Cunningham, SVP
Commercial Loan Department

dn
enclosure

cc: Michael J. Irey Attorney



LINCOLN BANK

BALA CYNWYD, PENNSYLVANIA 19004

No. 97011976

3-99
310

DATE 2-20-81

LINCOLN BANK \$81 DOLS 76 CTS

PAY

TO THE ORDER OF
Sheriff of Columbia County

AMOUNT \$81.76

Re: High Sky, Inc.

Madeline Harrison
AUTHORIZED SIGNATURE

Treasurer's Check

97011976

0310009981

900000109

OFFICE OF SHERIFF
COLUMBIA COUNTY

Nov 25 3 57 PM '88

SHERIFF

CHIEF DEPUTY



Luchsinger, Murphy, Noel
ATTORNEYS-AT-LAW
25 E. SECOND STREET
MEDIA, PA 19063

DATE	INVOICE	AMOUNT

60-178
319

1848

PAY *Two Thousand Two Hundred and 00/100*

DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	AMOUNT
11-18-80	<i>Sheriff of Columbia County</i>	1848	<i>Highway Lincoln Bank</i> \$2,200.00 GPN

ESCROW ACCOUNT

SOUTHEAST NATIONAL BANK
OF PENNSYLVANIA

[Signature]

⑈001848⑈ ⑆031901783⑆090924 6 18⑈

LINCOLN BANK,
Plaintiff,
VS.
HIGH SKY, INC.,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
: NO. 247 MAY TERM, 1974 - J.D.
: NO. 2 OF 1977 - E.D.
: IN ASSUMPSIT.

REQUEST FOR SHERIFF'S SALE

TO: VICTOR B. VANDLING, SHERIFF, COLUMBIA COUNTY:

Please schedule a Sheriff's sale for the real property
levied upon pursuant to the above captioned writ of execution.

KUCHKA & IREY
Attorneys for Plaintiff

By: John M. Kuchka
JOHN M. KUCHKA

Dated: October 21, 1980.



Luchsinger, Murphy, Noel
ATTORNEYS-AT-LAW
25 E. SECOND STREET
MEDIA, PA. 19063

DATE	INVOICE	AMOUNT

60-178
319

1821

PAY Three Hundred and no/100 DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	AMOUNT
9-18-80	Sheriff of Columbia County	1821	\$ 300 00

ESCROW ACCOUNT

SOUTHEAST NATIONAL BANK
OF PENNSYLVANIA

"001821" "031901783:090924 6 18"



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

October 24, 1980

Ms. Lois A. Carnevale
1435 Grand Oak Lane
West Chester, Pa. 19380

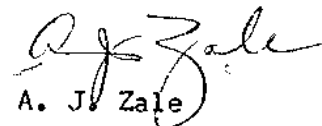
RE: LINCOLN BANK VS. HIGH SKY, INC., Defendant

Dear Ms. Carnevale,

The attached items are for your information and guidance. They are self-explanatory. Any immediate questions should be directed to your attorney. Thereafter you or your counsel may desire to contact the attorney representing the plaintiff in this action, namely KUCHKA & IREY, 132 E. Front Street, Berwick, Pa.

If this office can be of further assistance please contact the undersigned.

Very truly yours,


A. J. Zale



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

October 24, 1980

Mr. Nicholas F. Carnevale
1435 Grand Oak Lane
West Chester, Pa. 19380


RE: LINCOLN BANK VS. HIGH SKY, INC., Defendant

Dear Mr. Carnevale,

The attached items are for your information and guidance. They are self-explanatory. Any immediate questions should be directed to your attorney. Thereafter you or your counsel may desire to contact the attorney representing the plaintiff in this action, namely KUCHKA & IREY, 132 E. Front Street, Berwick, Pa.

If this office can be of further assistance please contact the undersigned.

Very truly yours,


A. J. Zale

LINCOLN BANK,
Plaintiff,

VS.

HIGH SKY, INC.,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
: NO. 247 MAY TERM, 1974 - J.D.
: NO. 2 OF 1977 - E.D.
: IN ASSUMPSIT.

NOTICE OF SALE OF REAL PROPERTY

TO: HIGH SKY, INC.
R. D. #3
Catawissa, PA 17820

NICHOLAS F. & LOIS A. CARNEVALE, His Wife
(owners of Lot No. 267)
1435 Grand Oak Lane
West Chester, PA 19380

CHIEF DEPUTY

SHERIFF

OFFICE OF SHERIFF
COLUMBIA COUNTY
Oct 21 3 51 PM '80

TAKE NOTICE that on the 18th day of DECEMBER, 1980,
at 2:00 o'clock P.M. all that certain piece or parcel of
real estate owned or reputedly owned by High Sky, Inc. and also
all that certain lot owned or reputedly owned by Nicholas F. and
Lois A. Carnevale, his wife, said property being situate partly
in Cleveland Township, Conyngham Township and/or Locust Township,
Columbia County, Pennsylvania, more particularly described in
"Exhibit A" attached hereto and made a part hereof will be sold
by the Sheriff of Columbia County pursuant to the Writ of
Execution issued to No. 2 of 1977 at the suit of Lincoln Bank
filed to No. 247 May Term, 1974, in which action judgment was
entered against the Defendant, High Sky, Inc., on June 13, 1974.

The aforesaid sale shall be subject to such rights as have
accrued to individuals who have entered into contracts of sale

relating to certain lots or portions of said parcel of real estate described herein.

The aforesaid sale of real property to be held at the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania.

To all parties in interest and claimants, TAKE NOTICE that a Schedule of Distribution of the proceeds from the aforesaid sale of real property will be filed by the Sheriff of Columbia County no later than thirty (30) days after the date of sale, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

KUCIKA & JREY
Attorneys for Plaintiff
132 E. Front St.
Berwick, PA 18603

LINCOLN BANK,
Plaintiff,

VS.

HIGH SKY, INC.,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
: NO. 247 MAY TERM, 1974 - J.D.
: NO. 2 OF 1977 - E.D.
: IN ASSUMPSIT.

PRINCIPAL, INTEREST AND ATTORNEY'S COMMISSION

Amount due,	\$329,240.45
Interest as of October 21, 1980, (Interest at \$108.24 per day)	162,427.47
Attorney's commission - 15%,	<u>73,750.19</u>
TOTAL,	\$565,418.11 plus costs

KUCHKA & IREY
Attorneys for Plaintiff

By: 
JOHN M. KUCHKA, ESQUIRE

LINCOLN BANK,
Plaintiff,

VS.

HIGH SKY, INC.,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
: NO. 247 MAY TERM, 1974 - J.D.
: NO. 2 OF 1977 - E.D.
: IN ASSUMPSIT.

REQUEST FOR SHERIFF'S SALE

TO: VICTOR B. VANDLING, SHERIFF, COLUMBIA COUNTY:

Please schedule a Sheriff's sale for the real property
levied upon pursuant to the above captioned writ of execution.

KUCHKA & IREY
Attorneys for Plaintiff

By: 

JOHN M. KUCHKA

Dated: October 21, 1980.

LINCOLN BANK,
Plaintiff,

VS.

HIGH SKY, INC.,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
: NO. 247 MAY TERM, 1974 - J.D.
: NO. 2 OF 1977 - E.D.
: IN ASSUMPSIT.

AFFIDAVIT REQUIRED BY PA. R.C.P. 3129(a)

JOHN M. KUCHKA, ESQUIRE, being duly sworn according to law, doth depose and say that he is the attorney for the Plaintiff Lincoln Bank; that to the best of his knowledge, information and belief the name and last known address of the Defendant in the above captioned matter against whom a judgment was entered on June 13, 1974 is:

High Sky, Inc.
R. D. #3
Catawissa, PA 17820

and that the names and last known addresses of the owners or reputed owners of the real property to be sold in satisfaction of the above mentioned judgment are:

High Sky, Inc.
R. D. #3
Catawissa, PA 17820

Nicholas F. Carnevale & Lois A. Carnevale, his wife
(owners of Lot No. 267)
1435 Grand Oak Lane
West Chester, PA 19380

KUCHKA & IREY
Attorneys for Plaintiff

By: 
JOHN M. KUCHKA, ESQUIRE

Sworn and subscribed to
before me this 21st day
of October, 1980.


NOTARY PUBLIC
My Commission Expires: 11-8-82.



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

November 21, 1980

Ms. Jacqueline Klenner
R.D. 1, Box 244
Catawissa, Pa. 17820

RE: Lincoln Bank vs.
High Sky, Inc.

Dear Ms. Klenner,

In response to your request for information when High Sky, Inc. is to be re-scheduled for SHERIFF'S SALE, the following is for your information and guidance.

Sale scheduled to be held Thursday, December 18, 1980 at 2:00 o'clock P.M. In addition the following figures will be of interest to you.

1. Amount due,	\$329,240.45
2. Interest as of October 21, 1980, (Interest at \$108.24 per day)	162,427.47
3. Attorney's commission - 15%,	<u>73,750.19</u>
TOTAL,	\$565,418.11 plus costs

Very truly yours,


A. J. Zale

"EXHIBIT A"

ALL THAT CERTAIN lot or parcel of ground Situate partly in Cleveland Township, Conyngham Township and Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an old P.K. nail in center line of Pennsylvania Department of Highways old Traffic Route #42, where said center line intersects with the North property line of the Roaring Creek Water Company; thence from the place of beginning along the North property line of the aforementioned Roaring Creek Water Company North eighty two degrees twelve minutes and thirty seconds West for a distance of four hundred sixty seven and seventy three hundredths feet to an old iron pin in a stone pile; thence further along the same South eight degrees thirteen minutes and no seconds West for a distance of one hundred fifty seven and sixty six hundredths feet to an old iron pin in a stone pile; thence still further along the same North eighty three degrees twenty one minutes and no seconds West for a distance of one thousand six hundred ninety four and eighty hundredths feet to an iron pin in a stone pile; thence still further along the same South eight degrees fifteen minutes and no seconds West for a distance of two hundred eighty three and thirty hundredths feet to an old set stone; thence still further along the same North eighty two degrees forty five minutes and thirty nine seconds West for a distance of three thousand five hundred fifty one and thirteen hundredths feet to an old tack in stake in a stone pile; thence still further along the same South seven degrees forty nine minutes and no seconds West for a distance of three hundred fifty three and seventy three hundredths feet to an old iron pin in a stone pile; thence still further along the same North eighty two degrees thirty four minutes and no seconds West for a distance of four thousand four hundred fifty six and thirty hundredths feet to an old iron pipe in a stone pile; thence still further along the same South seven degrees forty minutes and ten seconds West for a distance of five hundred twenty one and seven hundredths feet to an old angle iron in a stone pile; thence still further along the same North eighty two degrees forty minutes and no seconds West for a distance of one thousand nine hundred forty three and forty hundredths feet to an old iron pin in a stone pile; thence still further along the same North eighty two degrees thirty three minutes and forty two seconds West for a distance of one thousand six hundred ninety eight and fifty hundredths feet to an old stone pile; thence still further along the same South seven degrees thirty five minutes and no seconds West for a distance of four hundred and forty hundredths feet to an old iron pin in a stone pile; thence still further along the same North eighty two degrees thirty five minutes and no seconds West for a distance of one thousand seven hundred twenty one and no hundredths feet to an old stone pile; thence still further along the same North eighty one degrees twenty nine minutes and fifty five seconds West for a distance of seven hundred nine and twenty four hundredths feet to an old iron pipe in a stone pile; thence along the Beach tract North three degrees twenty one minutes and fifty three seconds East for a distance of one thousand one hundred sixty four and twenty one hundredths feet to an old iron pin in a stone pile; thence along the South line of the John Lee Warrant North eighty five degrees fifty three minutes and fifty seconds East for a distance of nine hundred fifty four and seventy nine hundredths feet to an old iron pin in a stone pile; thence further along the same South eighty five degrees forty one minutes and fifty one seconds East

The aforesaid sale shall be subject to such rights as have accrued to individuals who have entered into contracts of sale relating to certain lots or portions of said parcel of real estate described herein, including:

NAME:	LOT NO.	NAME	LOT NO.
Thomas McIntyre and		Marlin Vought	65
Cheryl McIntyre	106	Marlin Vought	415
David W. Reinhard and		Rodney Cherrington	105
Joann M. Reinhard	468	John Kvedarovicz	41
Frank L. Conover	69	Wayne Wedimoyer	552
Rodney Kirkner	148	Kenneth Artley	38
William Duffield	60	Robert Banse	506
Jeanette Gilmour	554	Woodrow Brooks	448
Byron Griffin	149	Dennis Cavin	507
Walter Hansell	519	Carberry F. Carboni	
Walter Hansell	529	and Judith Carboni	528
Derald Hay	87	David Dormer	421
Emaline Hunter	88	John Hemingway	505
Harold Love	78	Robert Hock	504
Brian Nutter	108	Edward Hoffman	531
William Phillips	515	Albert Kaslawskas	42
William Shiner	481	Elizabeth Manners	99
William Shiner	33	Terry Miller	551
William Shiner	473	Kenneth Newton	101
Dennis Spaar	548	Peter Roche	573
Dennis Spaar	549	Peter Roche	574
Helen Tanis	495	Joseph Ruffo	395
Dr. James Unger	479	Michael Shane	456
John Paul Smith, III	522	Joseph Sienkiewicz	146
John Williams	154		