

**WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180 to 3183 and Rule 3257**

THE FIRST NATIONAL  
BANK OF BERWICK, PA.,

Plaintiff,

vs

JAMES E. NEIDIG and  
RUTH ANN NEIDIG,

Defendants.

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 38 Term 19 80 E.D.

No. Term 19 A.D.

No. 730 Term 1980 J.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY

JUL 7 1 45 PM '80  
CLERK OF COURT

Amount Due --Principal \$ 14,891.84

Interest from 1/5/79 to 3/5/80 \$ 2,165.66

ATTORNEY'S COMMISSION at 10% 1,489.18

Total-----\$ 18,546.68 ~~PLUS COSTS~~

as endorsed, together with interest at a daily rate of \$3.102 from 3/5/80 until said obligation is paid in full.

Frederick J. Peterson  
Prothonotary, Common Pleas Court of  
Columbia County, Penna.

Dated July 7, 1980  
(SEAL)

By:

Deputy

Lot #103

ALL that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northeasterly 50.00 foot wide right of way line of Maple Road, in the dividing line between lots 103 and 104, as shown on a map hereinafter referred to; thence in a northeasterly direction along the dividing line between lots 103 and 104, on a course of North 51 degrees 13 minutes East, a distance of 152.93 feet to a point in line of lot 86; thence in a southeasterly direction along the dividing line between lots 103, 86, and 87, on a course of South 46 degrees 12 minutes East, a distance of 95.5 feet to a point in the northerly line of a 15.00 foot wide public park strip of land; thence in a southwesterly direction along said lands, on a course of South 63 degrees 48 minutes West, a distance of 161.44 feet to a point on the northeasterly 50.00 foot wide right of way line of Maple Road; thence in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, and along a curve to the left, having a radius of 320.00 feet, an arc distance of 36.0 feet, on a chord course of North 44 degrees, 52 minutes West, a chord distance of 36.00 feet to a point of tangent; thence continuing in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, on a course of North 48 degrees 06 minutes West, a distance of 24.00 feet to the place of beginning.

CONTAINING 11,760.07 Sq. Ft. (0.27 Ac.) of land.

EXCEPTING AND RESERVING out of the above described property, a strip of land 5.00 feet wide along the dividing line between lots 103, 86, and 87, along with an adjoining 5.00 foot wide strip of land out of the rear portion of lots 86 and 87, combined to form a 10 foot wide utility easement.

ALL as shown on a map of Park Place Village, revised by John X. J. Callahan, P.E., a Registered Professional Engineer, dated May 1969, original map prepared August 22, 1955, by H. G. Shulde, R.E., which revision was required to accomodate sub-division layout error prior to road and street construction.

BEING the same premises conveyed to the Mortgagors herein by Deed of Roman Homes, Inc., dated the 30th day of March, 1971, and about to be recorded simultaneously with this Mortgage.

THE FIRST NATIONAL BANK  
OF BERWICK, PA.,

PLAINTIFF,

VS.

JAMES E. NEIDIG AND  
RUTH ANN NEIDIG,

DEFENDANTS.

) IN THE COURT OF COMMON PLEAS  
) OF THE 26TH JUDICIAL DISTRICT  
) COLUMBIA COUNTY BRANCH  
)  
) CIVIL ACTION--LAW  
) ACTION OF MORTGAGE FORECLOSURE  
)  
) NO. 730 of 1980  
)  
)  
) JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO P.R.C.P. 3129(a)

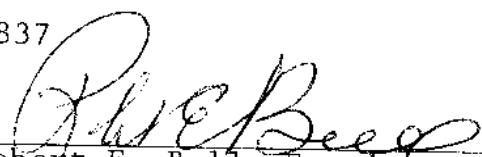
COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF COLUMBIA )

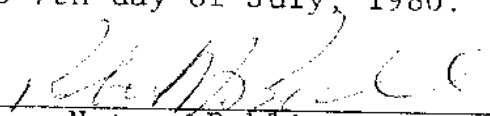
SS:

ROBERT E. BULL, Esquire, being duly sworn according to law,  
does depose and say that he is the Attorney for the Plaintiff, that he  
makes this Affidavit on the Plaintiff's behalf and that he is authorized  
to do so on behalf of the Plaintiff; and that to the best of his knowledge,  
information, and belief the names and last known addresses of the  
Defendants in the above-captioned Judgment are:

JAMES E. NEIDIG  
RUTH ANN NEIDIG  
612 Logan Avenue  
Lewisburg, Pennsylvania 17837

  
Robert E. Bull, Esquire

Sworn to and subscribed before me  
this 7th day of July, 1980.

  
Notary Public

My Commission Expires 3/29/82

IN THE COURT OF COMMON PLEAS  
OF THE 26TH JUDICIAL DISTRICT  
COLUMBIA COUNTY BRANCH  
)  
)  
) CIVIL ACTION - LAW  
)  
) ACTION OF MORTGAGE FORECLOSURE  
)  
) NO. 730 OF 1980  
)  
) *filed 38 of 1980 E.D.*  
)  
) JURY TRIAL DEMANDED

THE FIRST NATIONAL  
BANK OF BERWICK, PA.,  
Plaintiff,  
VS.  
JAMES E. NEIDIG and  
RUTH ANN NEIDIG,  
Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: JAMES E. NEIDIG and RUTH ANN NEIDIG, Defendants herein, and title owners of the real estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in The Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania,

on September 25, 1980, at 2:00 o'clock, P.M., in the After noon of the said day, all your right, title and interest in and to:

Lot #103  
ALL that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northeasterly 50.00 foot wide right of way line of Maple Road, in the dividing line between lots 103 and 104, as shown on a map hereinafter referred to; thence in a northeasterly direction along the dividing line between lots 103 and 104, on a course of North 51 degrees 13 minutes East, a distance of 152.93 feet to a point in line of lot 86; thence in a southeasterly direction along the dividing line between lots 103, 86 and 87, on a course of South 46 degrees 12 minutes East, a distance of

95.5 feet to a point in the northerly line of a 15.00 foot wide public park strip of land; thence in a southwesterly direction along said lands, on a course of South 63 degrees 48 minutes West, a distance of 161.44 feet to a point on the northeasterly 50.00 foot wide right of way line of Maple Road; thence in a northwesterly direction along the north-easterly 50.00 foot wide right of way line of Maple Road, and along a curve to the left, having a radius of 320.0 feet, an arc distance of 36.0 feet, on a chord course of North 44 degrees 52 minutes West, a chord distance of 36.00 feet to a point of tangent; thence continuing in a north-westerly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, on a course of North 48 degrees 06 minutes West, a distance of 24.00 feet to the place of beginning.

CONTAINING 11,760.07 Sq. Ft. (0.27 Ac.) of land.

EXCEPTING AND RESERVING out of the above described property, a strip of land 5.00 feet wide along the dividing line between lots 103, 86 and 87 along with an adjoining 5.00 foot wide strip of land out of the rear portion of lots 86 and 87, combined to form a 10 foot wide utility easement.

ALL as shown on a map of Park Place Village, revised by John X. J. Callahan, P.E., a Registered Professional Engineer, dated May 1969, original map prepared August 22, 1955, by H. G. Shulde, R. E., which revision was required to accommodate sub-division layout error prior to road and street construction.

BEING the same premises conveyed to the Mortgageors herein by Deed of Roman Homes, Inc., dated the 30th day of March, 1971, and about to be recorded simultaneously with this Mortgage.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest

that the Sheriff will on October 3, 1980, file a

Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

LAW OFFICES BULL & BULL

BY

Robert E. Bull, Esquire

Attorney for Plaintiff

106 Market Street

Berwick, Pennsylvania

18603

# BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000415

344 MARKET ST. BERWICK, PA. 18603

DATE August 7, 1980

Sheriff's Office  
Court House  
Bloomsburg, Pa. 17815  
Attention: Al Zale

## STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

Sheriff's Sale September 25, 1980 property located at 220 Maple Road, owned by James Neidig. The sewer rental bill is as follows:

# 43,139

June 30, 1980	\$ 9.45
JUL, AUG, SEP "	8.55
OCT 1980	+ 2.85
	<u>\$20.85</u>

Christopher Klinger  
Chief Sewer Rental Clerk

*Christopher Klinger*

DATE PAID

PAID BY CHECK NO.

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3808

PAY  
TO THE  
ORDER OF

*Borough of Berwick*

*October 14, 1980*

60-593  
313

*Twenty and 55/100*

*\$ 20.85*

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *1st Nat'l Bank Bk & Neidig*  
*No. 38 of 1980*  
*Overdue Sewer Rental* 00113059361

*Victor B. Vandling*  
57281000

Balance Due \$235.28

PRESS-ENTERPRISE, INC.  
111 W. Main St., P. O. Box 210  
Bloomsburg, Pa. 17815

James E. & Ruth Ann Neidig Sheriff Sale  
Morning Press - \$117.64  
Berwick Enterprise - \$117.64 (includes affid. charges)

Victor B. Vandling  
Court House  
Bloomsburg, PA 17815

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3802

PAY  
TO THE  
ORDER OF

Press-Enterprise Inc.

October 14 1980

60-593  
313

\$ 235.38

Two Hundred Thirty-five and 38/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank of Bk vs. Neidig

NO. 38 OF 1980  
LEGAL ADS

010313059361

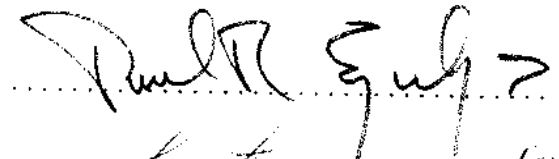
572081000

Victor B. Vandling

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA } SS:

Paul R. Eyerly 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 .....  
September 3, 10, 17, ....., 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 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 .. 17th .. day of .. Sept .. 19 80 ..

  
.....  
(Notary Public)

My Commission Expires  
MATTHEW J. CREME, NOTARY PUBLIC  
BLOOMSBURG, COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 3, 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. Eyerly 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.....  
September 3, 10, 17, ....., 19<sup>80</sup>.....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.

..... Paul R. Eyerly III

Sworn and subscribed to before me this 14th day of Sept 1980

..... Matthew J. Creme  
(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.

.....

**Phone: 717-784-1633**

Number 201

August 6, 1980

Victor B. Vandling *VB*  
672881000

5720810000

# TAX CLAIM BUREAU OF COLUMBIA COUNTY

BLOOMSBURG, PENNSYLVANIA 17815

FOLIO NO.

644-3-10078-9

RECEIVED OF

ASSESSED TO

Victor Vandling Sheriff  
Neidig James & Ruth

\$ 404.39

CLAIM NO. 5039

SCHOOL DISTRICT

Berwick

MUNICIPALITY

Berwick

DESCRIPTION

YEAR or ITEM	REAL ESTATE TAXES			
	COUNTY	SCHOOL	MUNICIPALITY	TOTAL
19 79		365 18		365 18
PENALTY		18 26		18 26
INTEREST		10 95		10 95
19				
PENALTY				
INTEREST				
19				
PENALTY				
INTEREST				
TOTAL		394 39		394 39
PURCHASED BY		FEES		10 00
		ADVERTISING		
		OTHER COSTS		
		TOTAL		404 39

REMARKS:

PAID

☐ CASH

DATE OCT 14 1980

☒ CHECK

MAURICE THOMPSON, DIR.

☐ M.O.

TAX CLAIM BUREAU.

RECEIVED BY

Beatrice Thompson

If paid by check, receipt not valid until accepted by Drawee Bank.

No. TCB 09799

Date July 2, 1940

BLOOMSBURG, PA. 17815

Neufeld, James and Ruth  
226 Maple Rd.  
Beverly, Pa. 15603

100-18-9

**PARCEL**

NOTICE OF RETURN AND CLAIM

Hartice Thompson  
DIRECTOR TAX CLAIM BUREAU  
COLUMBIA COUNTY, PA.

NOTE: Interest at the rate of six percent (6%) per annum will be charged beginning in 1967 for this year.

add \$1.83 for each no. after May

For Receipt: Enclose a Stamped, Self-addressed Envelope

shown on a map hereinafter referred to, thence in a northeasterly direction along the dividing line

above described property, a strip of land 5

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3807

PAY TO THE ORDER OF

Columbia County Tax Claim Bureau

October 14, 1980

60-593  
313

four Hundred And four And 39/100

\$404.31

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank of Ark. vs. Weidig  
No. 35 of 1987

NO. 35 OF 1980

Parcel 04.4-3-100-18-9 15031305936

Victor B Vandling att  
5720810000

BERWICK BOROUGH  
MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
114 MULBERRY ST.  
BERWICK, PA. 18603

HOURS: MON. 9:00 TO 12:00 MON.  
TUE, THUR & FRI 9 TO 5  
SAT 9 TO 8 DURING DISCOUNT  
PHONE 752-7442 ONLY

FOR COLUMBIA COUNTY DISTRICT

NEIDIG, JAMES E & RUTH  
220 MAPLE ROAD  
BERWICK, PA. 18603  
1987

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
SCHOOL R.E.	5890	74.00	427.14	435.56	457.65	
PENALTY 4% PROPERTY DESCRIPTION						
SCHOOL 5%						
ACCT NO. 10742						
PARCEL 04-4-3-100-18-9						
LOT 103						
L-IRREG						
BUILDINGS						
THIS TAX RETURNED TO COURT HOUSE JANUARY 23, 1981						
TOTAL 5,890						

TOTAL 5,890

BERWICK BOROUGH  
MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
114 MULBERRY ST.  
BERWICK, PA. 18603

HOURS: MON. 9:00 TO 12:00 MON.  
TUE, THUR & FRI 9 TO 5  
SAT 9 TO 8 DURING DISCOUNT  
PHONE 752-7442 ONLY

FOR COLUMBIA COUNTY DISTRICT

NEIDIG, JAMES E & RUTH  
220 MAPLE ROAD  
BERWICK, PA. 18603

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	5890	15.00	86.58	88.35	97.19	
TWP/BORO R.E.		17.00	98.13	100.13	105.14	
PENALTY 4% PROPERTY DESCRIPTION						
COUNTY 10% TWP/BORO 5%						
ACCT NO. 04-4-3-100-18-9						
PARCEL LOT 103						
L-IRREG						
BUILDINGS						
THIS TAX RETURNED TO COURT HOUSE JANUARY 23, 1981						
TOTAL 5,890						

TOTAL 5,890

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3806

80-593  
313

October 14 1980

PAY TO THE ORDER OF Connie C. Genger, Tax Collector, Berwick Boro 638.19  
Six Hundred Thirty Eight and 19/100 DOLLARS



Bloomington Bank-COLUMBIA TRUST CO.  
Bloomington, Pa.

FOR 1st Nat'l Bank Berwick Pa. Newly  
1980 Court House School R.E. TAXES  
04-4-3-100-18-9

Victor B. Vandling  
572-810-00

# Know all Men by these Presents,

That I, **VICTOR B. VANDLING**, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of Twenty Nine Thousand plus One Hundred and Sixty Poundage ----- dollars to me in hand paid, do hereby grant and convey to **BENEFICIAL CONSUMER DISCOUNT COMPANY**, 44 West Broad Street, Hazleton, Pennsylvania

Lot #103 ALL that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northeasterly 50.00 foot wide right of way line of Maple Road, in the dividing line between lots 103 and 104, as shown on a map hereinafter referred to; thence in a northeasterly direction along the dividing line between lots 103 and 104, on a course of North 51 degrees 13 minutes East, a distance of 152.93 feet to a point in line of lot 86; thence in a southeasterly direction along the dividing line between lots 103, 86, and 87, on a course of South 46 degrees 12 minutes East, a distance of 95.5 feet to a point in the northerly line of a 15.00 foot wide public park strip of land; thence in a southwesterly direction along said lands on a course of South 63 degrees 48 minutes West, a distance of 161.44 feet to a point on the northeasterly 50.00 foot wide right of way line of Maple Road; thence in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, and along a curve to the left, having a radius of 320.00 feet, an arc distance of 36.0 feet, on a chord course of North 44 degrees, 52 minutes West, a chord distance of 36.00 feet to a point of tangent; thence continuing in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, on a course of North 48 degrees 06 minutes West, a distance of 24.00 feet to the place of beginning.

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**VICTOR B. VANDLING**  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3811

October 14, 19 80

60-593  
313

PAY TO THE ORDER OF Beneficial Consumer Discount Company

\$ 2747.42

Two Thousand, Seven Hundred and Forty-Seven and 42/100 ----- DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank of Bwk. vs. Neidig

Payment on Mortgage entered 15 Apr 77

No. 38 of 1980

Sheriff's Sale

010313059361

57281000

*Victor B. Vandling*

10/14/80 Check handed to Stephen W. Varonka, Mgr. in Sheriff Dept. Office @2:40 PM

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the

25TH day of SEPTEMBER 19 80, at 2:00

o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises

to sale at public vendue or outcry, when and where I sold the same to BENEFICIAL CONSUMER

DISCOUNT COMPANY, 44 West Broad Street, Hazleton, Pennsylvania

for the price or sum of \$29000.00 plus \$160.00 POUNDAGE.

TWENTY-NINE THOUSAND plus ONE-HUNDRED AND SIXTY (POUNDAGE) ----- Dollars

being the highest and best bidder, and that the highest and best price

bidden for the same; which I have applied as follows, viz: To costs

## SHERIFF'S COST:

Sale Cost	\$ 85.41	
Poundage	<u>160.00</u>	\$ 245.41
Press-Enterprise		235.28 ✓
Henrie Printing		26.30 ✓
Prothonotary of Columbia County		8.50 ✓
Register and Recorder of Columbia County		10.00
Connie C. Gingher, Tax Collector, Berwick Borough (County/Boro R.E.)		202.33
(School R.E.)		435.86
Columbia County Tax Claim Bureau (1979 Taxes)		404.39 ✓
Berwick Borough Sewerage Rent Due		20.85
First National Bank of Berwick, Pa. (Plaintiff)		19243.69
First National Bank of Berwick, Pa. (Lien No. 1872 of 1978)		5579.97
Beneficial Consumer Discount Co. (On Mortgage entered into 15 April 1977)		2747.42

The First National Bank of Berwick, Pa.

vs

James E. Neidig and Ruth Ann Neidig

No. 38 of 1980 E.D.

No. 730 of 1980 J.D.

Sheriff's Office, Bloomsburg, Pa. )

So answers

OCTOBER 3, 1980

Victor B Vandling Sheriff  
VICTOR B. VANDLING

FIRST NAT'L BANK OF BURL vs Neidig, James + Ann

THURSDAY, Sept. 25, 1980

NO. 38 of 1980

## WRIT OF EXECUTION:

TOTAL

Judgement --- Principal \$ 14,891.84  
 Insurance \_\_\_\_\_  
 Interest from 1/5/79 to 3/5/80 2,165.66  
 Real Estate Tax \_\_\_\_\_  
 Interest from 3/5/80 to 9/25/80 \_\_\_\_\_  
 days @ \$ 3.102 per day \_\_\_\_\_

Total..... \$ \_\_\_\_\_

## INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ) \_\_\_\_\_  
 Pro. Pd. 25.00  
 Shff. V. 30.10  
 Judg. Fee 6.00  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total.....\$ \_\_\_\_\_ \$ 61.10

## ATTORNEY FEES 10%

Total.....\$ \_\_\_\_\_ \$ 1489.18

## SHERIFF'S COST OF SALE:

Docket & Levy 10.75  
 Service of Notice 16.00  
 Postage 3.00  
 Posting of Sale Bills (Bldg., Office, Lobby etc.) 15.00  
 Advertising, Sale Bills 5.00  
 Advertising, Newspapers 5.00  
 Mileage 11.00  
 Crying/Adjourn of Sale 5.00  
 Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter) \_\_\_\_\_  
 Sheriff's Deed (executing & registering) 20.00

Total.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

Morning Press (Ads) 117.64  
 Berwick Enterprise (Ads) 117.64  
 Henrie Printing 26.30  
 Finance Charges \_\_\_\_\_

Total.....\$ \_\_\_\_\_ \$ 261.58

Prothonotary - List of Liens 5.50  
 Deed 3.00

Total..... \$ \_\_\_\_\_ \$ 8.50

Recorder of Columbia Co.  
 Deed, Search, Affidavit 10.00  
 State Stamps \_\_\_\_\_  
 Realty Transfer Stamps \_\_\_\_\_

Total..... \$ \_\_\_\_\_ \$ 10.00

## REAL ESTATE TAXES:

Borough/Township & County Taxes, 1980 202.33  
 School Taxes, District Berk, 1980 435.36  
 Parcel #1 04-4-3-100-18-7 979 401.39  
 Parcel #2 \_\_\_\_\_  
 Parcel #3 \_\_\_\_\_  
 Parcel #4 \_\_\_\_\_

Total..... \$ \_\_\_\_\_ \$ 1042.58

## SEWERAGE RENT DUE:

Municipality Berwick for 1980 \$ 20.85 \$ 20.85

1980





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

SHERIFF'S SALE

1st Nat'l Bank of Berwick vs Jones + Ac. Noddy  
THURSDAY, Sept 25, 1980 NO. 38 of 1980

WRIT OF EXECUTION:

Judgement --- Principal  
Insurance  
Interest from 1/5/79 to 3/5/80  
Interest from 3/5/79 to 9/25/80 \*\*\*  
Real Estate Tax (date of sale)  
Attorney Fee  
\*\*\* 205 days @ \$3.102 per day

\$ 14,891.84  
2,165.66  
635.91  
1489.15  
19182.59

Total

INITIAL PROTHONOTARY COSTS(PD. AT TIME OF FILING)  
(Writ, Shff. Judgement, etc.)

61.10

SHERIFF'S COST OF SALE:

(Docket, Levy, Service, Postage, Posting,  
Advertising prep., Mileage, etc.)

85.41

LEGAL ADVERTISING:

Press-Enterprise, Henrie Printing, Other  
Newspapers, Finance Charges

261.58

8.50

PROTHONOTARY FEES

10.00

REGISTER & RECORDER FEES

1042.58

REAL ESTATE TAXES OWED

SEWERAGE RENT DUE:  
Municipality Berwick

26.85

OTHER:

TOTAL

\$ 20,672.61

PLUS \*\*\* POUNDAGE, STATE REALTY TAX & STATE STAMPS

182-11  
ON BEHALF OF THE SHERIFF OF COLUMBIA COUNTY, I AM HEREBY ADVISING ALL PROSPECTIVE BIDDERS AT THIS SHERIFF'S SALE THAT:

ALL BIDS MUST BE ACCOMPANIED WITH A 50% DOWN PAYMENT, IN CASH OR CHECK, AND THAT IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK, WE WILL PROSECUTE TO THE FULLEST EXTENT OF THE LAW. ALL BIDS MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON Thursday, October 2, 1980, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER ON A PIECE OF PROPERTY DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON October 2, 1980, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY Thursday, October 2, 1980, ONE WEEK FROM TODAY.

IF A PRICE IS RECEIVED AT THE RE-SALE OF THE PROPERTY, WHICH IS LESS THAN THE OFFER OR BID MADE AT THE ORIGINAL SALE, THEN THE SHERIFF'S OFFICE WILL INSTITUTE LEGAL ACTION IN THE NAME OF THE SHERIFF AGAINST THE DEFAULTING BIDDER AT THE ORIGINAL SALE FOR THE DIFFERENCE BETWEEN WHAT THE BIDDER ACTUALLY BID AT THE ORIGINAL SALE AND WHAT WAS RECEIVED BY WAY OF BID AT THE RE-SALE, PLUS COST.

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS AND PARTIES IN INTEREST THAT THE SHERIFF WILL ON October 3, 1980 FILE A SCHEDULE OF DISTRIBUTION IN HIS OFFICE, WHERE THE SAME WILL BE AVAILABLE FOR INSPECTION, AND THAT DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS THEREAFTER.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY SHERIFF'S POUNDAGE OF 2% OF THE FIRST \$1000.00 and 1/2% THEREAFTER OF THE BID PRICE.

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ \_\_\_\_\_, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ \_\_\_\_\_, WHICHEVER IS HIGHER.

*Memorandum from the desk of*

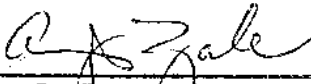
***Sheriff Victor B. Vandling***

*To* BENEFICIAL CONSUMER  
DISCOUNT CO.

*Date* OCTOBER 1, 1980

*Subject* FIRST NATIONAL BANK OF BERWICK  
VS  
NEIDIG, JAMES AND ANN  
NO. 38 of 1980

Received this date check payable to the order  
of SHERIFF OF COLUMBIA COUNTY, dated 10/1/80  
for the amount of \$15,240.00 as final (last)  
payment for purchase of Neidig Property bought  
at Sheriff's Sale on 9/25/80.

  
\_\_\_\_\_  
A. J. Zale  
Chief Deputy

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 25TH day of SEPTEMBER 19 80, at 2:00

o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to BENEFICIAL CONSUMER DISCOUNT COMPANY, 44 West Broad Street, Hazleton, Pennsylvania

for the price or sum of \$29000.00 plus \$160.00 POUNDAGE.

TWENTY-NINE THOUSAND plus ONE-HUNDRED AND SIXTY (POUNDAGE) ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

## SHERIFF'S COST:

Sale Cost	\$ 85.41	
Poundage	<u>160.00</u>	
Press-Enterprise		\$ 245.41
Henrie Printing		235.28
Prothonotary of Columbia County		26.30
Register and Recorder of Columbia County		8.50
Connie C. Gingher, Tax Collector, Berwick Borough (County/Boro R.E.)		10.00
	(School R.E.)	202.33
Columbia County Tax Claim Bureau	(1979 Taxes)	435.86
Berwick Borough Sewerage Rent Due		404.39
First National Bank of Berwick, Pa. (Plaintiff)		20.85
First National Bank of Berwick, Pa. (Lien No. 1872 of 1978)		19243.69
Beneficial Consumer Discount Co. (On Mortgage entered into 15 April 1977)		5579.97
		2747.42

The First National Bank of Berwick, Pa.

vs

James E. Neidig and Ruth Ann Neidig  
No. 38 of 1980 E.D.  
No. 730 of 1980 J.D.

Sheriff's Office, Bloomsburg, Pa. )

So answers

OCTOBER 3, 1980

*Victor B Vandling*  
VICTOR B. VANDLING

Sheriff

## REALTY TRANSFER TAX

## AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY

BOOK NUMBER \_\_\_\_\_  
PAGE NUMBER \_\_\_\_\_  
DATE RECORDED \_\_\_\_\_

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

## SECTION I

(COMPLETE FOR ALL TRANSACTIONS)

James E. Neidig and Ruth Ann Neidig, his wife, by Sheriff of Columbia County, Pa. 17815

GRANTOR (S)

ADDRESS

ZIP CODE

Beneficial Consumer Discount Company, 44 W. Broad Street, Hazleton, Pa.

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

220 Maple Street

Berwick

Columbia

R.D. STREET &amp; NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 29,000.00

HIGHEST ASSESSED VALUE \$ 5890.00

FAIR MARKET VALUE \$ 17,680.00

REALTY TRANSFER TAX PAID \$ 290.00

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

## SECTION II

(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

## SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Victor B. Vandling, Col. Co. Courthouse, Bloomsburg - Sheriff

SUCCESSFUL BIDDER Beneficial Consumer Discount Company, 44 W. Broad Street, Hazleton, Pa.

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 5890.00
JUDGEMENT PLUS INTEREST	\$ 17,693.41		
BID PRICE		\$ 29,000.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 1,042.58	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 20.85	\$	
ATTORNEY FEES	\$ 1,489.18	\$	
OTHER (COSTS, ETC.)	\$ 426.59	\$	
TOTAL	\$ 20,672.61	\$ 29,000.00	\$ 5890.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_

19 \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

19 \_\_\_\_\_

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

*R. J. Zale*

☐ GRANTEE ☒ AGENT FOR GRANTEE  
☐ GRANTOR ☒ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3805

PAY  
TO THE  
ORDER OF

October 14, 1980  
Register and Recorder of Columbia County

60-593  
313

\$10.00

Ten and 00/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank Berwick vs Neidig

Victor B. Vandling

No. 38 of 1980

Deed/Sealch/Affid. 031305936

57281000

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3812

PAY  
TO THE  
ORDER OF

October 14, 1980  
Register and Recorder of Columbia County

60-593  
313

\$290.00

Two Hundred and Ninety and 00/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank Berwick vs Neidig

Victor B. Vandling

No. 38 of 1980

REALTY TRANSFER TAX 031305936

57281000

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3813

PAY  
TO THE  
ORDER OF

October 14, 1980  
Register and Recorder of Columbia County

60-593  
313

\$290.00

Two Hundred and Ninety and 00/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank Berwick vs Neidig

Victor B. Vandling

No. 38 of 1980

State Stamp

031305936

57281000



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 14, 1980

Robert E. Bull  
Attorney at Law  
106 Market Street  
Berwick, Pa. 18603

RE: The First National Bank of Berwick  
vs  
James E. Neidig and Ruth Ann Neidig  
No. 38 of 1980 E.D.

Dear Mr. Bull,

Enclosed three (3) checks are forwarded to you as counsel for the plaintiff. (a) Check No. 3809 in the amount of \$19,243.69 is for the amount of monies due as principal, interest, initial costs (prothonotary's office, and attorney fees as filed with Writ of Execution. (b) Check No. 3810 in the amount of \$5579.97 for monies due to be applied on Lien No. 1872 of 1978, First National Bank of Berwick vs. James E. & Ruth Ann Neidig. (c) Check No. 3817 in the amount of \$300.00 is refund of advance costs that were required at time of filing of writ.

We trust that our services met with your expectations in dealing in this matter.

Very truly yours,

*A. J. Zale*  
A. J. Zale

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3809

October 14, 1980

60-593  
313

PAY TO THE ORDER OF First National Bank of Berwick, Pa.

\$ 19,243.69

Nineteen Thousand, Two Hundred and Forty Three and 69/100 ----- DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank of Bwk. vs. Neidig  
Principal, Interest & Costs of Sheriff Sale  
No. 38 of 1980

Victor B. Vandling  
572 810 00

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3810

October 14, 1980

60-593  
313

PAY TO THE ORDER OF First National Bank of Berwick, Pa.

\$ 5579.97

Five Thousand, Five Hundred and Seventy Nine and 97/100 ----- DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank of Bwk. vs. Neidig  
Lien No. 1872 of 1978 (Sheriff Sale)  
No. 38 of 1980

Victor B. Vandling  
572 810 00

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3817

October 14, 1980

60-593  
313

PAY TO THE ORDER OF Robert E. Bull

\$ 300.00

Three Hundred and 00/100 ----- DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank of Bwk. vs. Neidig  
Refund of advance costs Sheriff's Sale  
No. 38 of 1980

Victor B. Vandling  
572 810 00



To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on 28th the 28th day of September 1911, at 2:00

o'clock 9 M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Benjamin

[illegible]

for the price or sum of \$29,000.00 plus \$160.00 per day

Twelfth Month 1914. 500.00 (Rebinder) ... Dollars

.....being the highest and best bidder, and that the highest and best price

bidden for the same; which I have applied as follows, viz: To costs.....

Shedd & Co's

4/6 Cent \$ 85.41

1960-1961

243.41

17.50 - 1.000.000 23.000

Hrony, 1. 1. 1904  
 1. 1. 1904

March 2000 11/10/00

Can you determine Tax collector's name? 1

Count 1/Range 100 435.33 ✓  
Count 2/Range 100 435.36

Columbia & Son's Ltd Tax Return - 1977	(1977 Taxes)	-104.39
--	--------------	---------

Brown, Keith Lawrence 20.35 ✓

1.1. Estimated value of the property 19,293.69

11 11 11 11 11 (Lien No. 1572 5579.77)

\_\_\_\_\_

McIntyre, John (McIntyre family) 3-17-66 ✓  
info - done 1981 ✓

\_\_\_\_\_

\_\_\_\_\_

Sheriff's Office, Bloomsburg, Pa. )                      So answers

Specific

[illegible]

*[Faint handwritten notes at the bottom of the page]*

29,74

Lot #103

ALL that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northeasterly 50.00 foot wide right of way line of Maple Road, in the dividing line between lots 103 and 104, as shown on a map hereinafter referred to; thence in a northeasterly direction along the dividing line between lots 103 and 104, on a course of North 51 degrees 13 minutes East, a distance of 152.93 feet to a point in line of lot 86; thence in a southeasterly direction along the dividing line between lots 103, 86, and 87, on a course of South 46 degrees 12 minutes East, a distance of 95.5 feet to a point in the northerly line of a 15.00 foot wide public park strip of land; thence in a southwesterly direction along said lands, on a course of South 63 degrees 48 minutes West, a distance of 161.44 feet to a point on the northeasterly 50.00 foot wide right of way line of Maple Road; thence in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, and along a curve to the left, having a radius of 320.00 feet, an arc distance of 36.0 feet, on a chord course of North 44 degrees, 52 minutes West, a chord distance of 36.00 feet to a point of tangent; thence continuing in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, on a course of North 48 degrees 06 minutes West, a distance of 24.00 feet to the place of beginning.

CONTAINING 11,760.07 Sq. Ft. (0.27 Ac.) of land.

EXCEPTING AND RESERVING out of the above described property, a strip of land 5.00 feet wide along the dividing line between lots 103, 86, and 87, along with an adjoining 5.00 foot wide strip of land out of the rear portion of lots 86 and 87, combined to form a 10 foot wide utility easement.

ALL as shown on a map of Park Place Village, revised by John X. J. Callahan, P.E., a Registered Professional Engineer, dated May 1969, original map prepared August 22, 1955, by H. G. Shulde, R.E., which revision was required to accomodate sub-division layout error prior to road and street construction.

BEING the same premises conveyed to the Mortgagors herein by Deed of Roman Homes, Inc., dated the 30th day of March, 1971, and about to be recorded simultaneously with this Mortgage.

August 3, 1980

Press-Enterprise, Legal Ads, Wed. Sept. 3, 10, & 17, 1980. Affidavits please.  
Connie Ginger, Berwick Boro Tax Collector  
Chris Klinger, Berwick Sewerage Officer.  
Henrie Printing

THURSDAY, September 25, 1980  
at 2:00 o'clock P.M.

Lot #103

ALL that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northeasterly 50.00 foot wide right of way line of Maple Road, in the dividing line between lots 103 and 104, as shown on a map hereinafter referred to; thence in a northeasterly direction along the dividing line between lots 103 and 104, on a course of North 51 degrees 13 minutes East, a distance of 152.93 feet to a point in line of lot 86; thence in a southeasterly direction along the dividing line between lots 103, 86, and 87, on a course of South 46 degrees 12 minutes East, a distance of 95.5 feet to a point in the northerly line of a 15.00 foot wide public park strip of land; thence in a southwesterly direction along said lands, on a course of South 63 degrees 48 minutes West, a distance of 161.44 feet to a point on the northeasterly 50.00 foot wide right of way line of Maple Road; thence in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, and along a curve to the left, having a radius of 320.00 feet, an arc distance of 36.0 feet, on a chord course of North 44 degrees, 52 minutes West, a chord distance of 36.00 feet to a point of tangent; thence continuing in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, on a course of North 48 degrees 06 minutes West, a distance of 24.00 feet to the place of beginning.

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BEING the same premises conveyed to the Mortgagors herein by Deed of Roman Homes, Inc., dated the 30th day of March, 1971, and about to be recorded simultaneously with this Mortgage.

Taken into execution, etc., at the suit of The First National Bank of Berwick, Pennsylvania vs. James E. Neidig and Ruth Ann Neidig.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on October 3, 1980, file a Schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Robert E. Bull, Attorney

VICTOR B. VANDLING, Sheriff

THURSDAY, September 25, 1980  
at 2:00 o'clock P.M.

Lot #103

ALL that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

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BEING the same premises conveyed to the Mortgagors herein by Deed of Roman Homes, Inc., dated the 30th day of March, 1971, and about to be recorded simultaneously with this Mortgage.

Taken into execution, etc., at the suit of The First National Bank of Berwick, Pennsylvania vs. James E. Neidig and Ruth Ann Neidig.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on October 3, 1980, file a Schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Robert E. Bull, Attorney

VICTOR B. VANDLING, Sheriff

# LIST OF LIENS

## VERSUS

JAMES E. & RUTH ANN NEIDIG

Court of Common Pleas of Columbia County, Pennsylvania.

First National Bank of Berwick

versus

James E. & Ruth Ann Neidig

No. 1872 of Term, 19<sup>78</sup>  
Real Debt || \$ 5,000.00  
Interest from August 10, 1978 ||  
Commission ||  
Costs ||  
Judgment entered October 18, 1978  
Date of Lien August 10, 1978  
Nature of Lien Note

General Electric Company

versus

James E. & Ruth Ann Neidig et al

No. 1308 of Term, 19<sup>79</sup>  
Real Debt || \$ 11,441.82  
Interest from June 19, 1979 ||  
Commission ||  
Costs ||  
Judgment entered August 15, 1979  
Date of Lien June 19, 1979  
Nature of Lien Ex-Record

The First National Bank of Berwick

versus

James E. & Ruth Ann Neidig

No. 730 of Term, 19<sup>80</sup>  
Real Debt || \$ 18,546.68  
Interest from March 5, 1980 ||  
Commission ||  
Costs ||  
Judgment entered July 7, 1980  
Date of Lien March 5, 1980  
Nature of Lien Default Judgment

versus

No. of Term, 19  
Real Debt || \$  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien  
Nature of Lien

versus

No. of Term, 19  
Real Debt || \$  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien  
Nature of Lien

TERM  
SESS. 19

BLOOMSBURG, PA., August 11,

1980

vs.

M Sheriff of Columbia County

James E. & Ruth Ann Neidig

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

LIST OF LIENS

\$5.50

versus

James E. & Ruth Ann Neidig

Commission .....  
Costs .....  
Judgment entered July 7, 1980  
Date of Lien March 5, 1980  
Nature of Lien Default Judgment

versus

No. .... of ..... Term, 19.....  
Real Debt .....  
Interest from .....  
Commission .....  
Costs .....  
Judgment entered .....  
Date of Lien .....

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3804

PAY  
TO THE  
ORDER OF

Prothonotary of Columbia County

October 14, 1980

60-593  
313

\$ 8.50

Eight and 50/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Nat'l Bank of Pa. vs. Neidig  
No. 38 of 1980  
Lien's 1st/Deed #031305936

Victor B. Vandling  
572-81000



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

VICTOR B. VANDLING

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

A. J. Zale

~~XXXXXXXXXXXXXXXXXX~~

CHIEF DEPUTY

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

August 11, 1980

FIRST NATIONAL BANK  
OF BERWICK, PA.  
VS  
JAMES NEIDIG AND  
ANN NEIDIG, his wife

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 38 of 1980  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On August 11, 1980 at 7:50 A.M. DST \_\_\_\_\_, posted a copy of the  
Sheriff's Sale Bill on the property of James Neidig and Ann Neidig  
220 Maple Road, Park Place Village, Berwick Borough,  
Columbia County, Pennsylvania.

So Answers:

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, Penna.



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

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

A. J. Zale  
~~RAYMOND K. CHAMBERS~~  
CHIEF DEPUTY

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

July 18, 1980

The First National Bank  
of Berwick, Pa.

vs

James E. Neidig and  
Ruth Ann Neidig

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 38 of 1980  
WRIT OF EXECUTION

SERVICE ON PROPERTY Of James & Ruth Ann NEIDIG

On July 17, 1980 at 5:25 P.M. DST, 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's property  
located at 220 Maple Road, Park Place Village, Berwick Borough, Pa. (Defendants,  
James E. Neidig and Ruth Ann Neidig now reside at 612 Logan Ave., Lewisburg, Pa.  
Service was made by personally affixing said writ of execution and notice of  
sheriff's sale of real estate on the property by Deputy Sheriff John J. O'Brien,  
Columbia County, Pennsylvania.

So Answers:

\_\_\_\_\_  
A. J. Zale  
Chief Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling  
Sheriff Columbia County

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

July 23, 1980

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
 RESIDENCE 717-752-5765

The First National Bank  
 of Berwick, Pa.

vs

James E. Neidig and  
 Ruth Ann Neidig

A. J. Zale

~~RAYMOND VACHONOWSKI, JR.~~

CHIEF DEPUTY

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

IN THE COURT OF COMMON  
 PLEAS OF COLUMBIA COUNTY  
 COMMONWEALTH OF PENNA.  
 NO. 38 of 1980  
 WRIT OF EXECUTION  
 (MORTGAGE FORECLOSURE)

SERVICE ON James E. Neidig

On July 18, 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 James E. Neidig, 612 Logan Avenue, Lewisburg, Pa.  
by Certified Mail, Return Receipt Requested No.  
P16 6236704. Said James E. Neidig received  
 same on July 21, 1980 per signature of Mrs. James Neidig  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P16 6236704  
is attached.

So Answers:

A. J. Zale  
 Chief Deputy Sheriff

For:

Victor B Vandling  
 Victor B. Vandling  
 Sheriff Columbia County

Sworn and subscribed before me  
 this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 Frederick J. Peterson,  
 Prothonotary, Columbia County, Penna.



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

July 23, 1980

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
 RESIDENCE 717-752-5765

The First National Bank  
 of Berwick, Pa.

vs

James E. Neidig and  
 Ruth Ann Neidig

A. J. Zale

~~KAYMOND VACHIMOWSKI~~

CHIEF DEPUTY

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

IN THE COURT OF COMMON  
 PLEAS OF COLUMBIA COUNTY  
 COMMONWEALTH OF PENNA.  
 NO. 38 of 1980  
 WRIT OF EXECUTION  
 (MORTGAGE FORECLOSURE)

SERVICE ON Ruth Ann Neidig

On July 18, 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 Ruth Ann Neidig, 612 Logan Avenue, Lewisburg, Pa.  
by Certified Mail, Return Receipt Requested No.  
P16 6236705. Said Ruth Ann Neidig received  
 same on July 21, 1980 per signature of Ruth Ann Neidig  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P16 6236705  
is attached.

So Answers:

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

For:  
Victor B. Vandling  
 Victor B. Vandling  
 Sheriff Columbia County

Sworn and subscribed before me  
 this \_\_\_\_\_ day of \_\_\_\_\_

Frederick J. Peterson,  
 Prothonotary, Columbia County, Penna.

THE FIRST NATIONAL  
BANK OF BERWICK, PA.,

Plaintiff,

VS.

JAMES E. NEIDIG and  
RUTH ANN NEIDIG,

Defendants.

) IN THE COURT OF COMMON PLEAS  
) OF THE 26TH JUDICIAL DISTRICT  
) COLUMBIA COUNTY BRANCH  
)  
) CIVIL ACTION - LAW  
) ACTION OF MORTGAGE FORECLOSURE  
)  
) NO. 730 OF 1980  
)  
) JURY TRIAL DEMANDED

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: JAMES E. NEIDIG and RUTH ANN NEIDIG, Defendants herein, and title owners of the real estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in The Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on \_\_\_\_\_, 1980, at \_\_\_\_\_ o'clock, \_\_\_\_\_ .M., in the \_\_\_\_\_ noon of the said day, all your right, title and interest in and to:

Lot #103

ALL that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northeasterly 50.00 foot wide right of way line of Maple Road, in the dividing line between lots 103 and 104, as shown on a map hereinafter referred to; thence in a northeasterly direction along the dividing line between lots 103 and 104, on a course of North 51 degrees 13 minutes East, a distance of 152.93 feet to a point in line of lot 86; thence in a southeasterly direction along the dividing line between lots 103, 86 and 87, on a course of South 46 degrees 12 minutes East, a distance of

95.5 feet to a point in the northerly line of a 15.00 foot wide public park strip of land; thence in a southwesterly direction along said lands, on a course of South 63 degrees 48 minutes West, a distance of 161.44 feet to a point on the northeasterly 50.00 foot wide right of way line of Maple Road; thence in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, and along a curve to the left, having a radius of 320.0 feet, an arc distance of 36.0 feet, on a chord course of North 44 degrees 52 minutes West, a chord distance of 36.00 feet to a point of tangent; thence continuing in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, on a course of North 48 degrees 06 minutes West, a distance of 24.00 feet to the place of beginning.

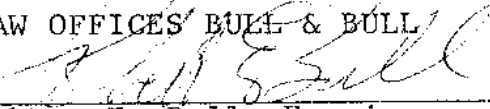
CONTAINING 11,760.07 Sq. Ft. (0.27 Ac.) of land.

EXCEPTING AND RESERVING out of the above described property, a strip of land 5.00 feet wide along the dividing line between lots 103, 86 and 87 along with an adjoining 5.00 foot wide strip of land out of the rear portion of lots 86 and 87, combined to form a 10 foot wide utility easement.

ALL as shown on a map of Park Place Village, revised by John X. J. Callahan, P.E., a Registered Professional Engineer, dated May 1969, original map prepared August 22, 1955, by H. G. Shulde, R. E., which revision was required to accomodate sub-division layout error prior to road and street construction.

BEING the same premises conveyed to the Mortgagors herein by Deed of Roman Homes, Inc., dated the 30th day of March, 1971, and about to be recorded simultaneously with this Mortgage.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on \_\_\_\_\_, 1980, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

LAW OFFICES BULL & BULL  
BY   
Robert E. Bull, Esquire  
Attorney for Plaintiff  
106 Market Street  
Berwick, Pennsylvania 18603

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Deistine~~ 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 James E. Neidig and Ruth Ann Neidig,

and find as follows:

See attached copies of mortgages.

Fee \$1.50.....

In testimony whereof I have set my hand and  
seal of office this 12th day of August,  
A.D., 1980.

*Beverly J. Michael, Acting* RECORDER  
*Russell C. Anderson, Deputy*

# This Indenture,

Made the -----5th-----day of-----April-----in the year of our Lord one thousand nine hundred and seventy-one (1971).

Between--JAMES E. NEIDIG and RUTH ANN NEIDIG, his wife, of the Town of Bloomsburg, County of Columbia and State of Pennsylvania, MORTGAGORS,-----

-----A N D-----

-----THE FIRST NATIONAL BANK OF BERWICK, a Pennsylvania Corporation, located at 111 West Front Street, Berwick, Columbia County, Pennsylvania, MORTGAGEE,-----

Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee-----its attorneys-----its Successors or Assigns in the sum of Thirty-Eight Thousand Four Hundred and 00/100--(\$38,400.00)---Dollars, conditioned for the payment of a debt of--Nineteen Thousand Two Hundred and 00/100-----(\$19,200.00)---Dollars with interest at the rate of seven and one-half (7½) per cent per annum, payable principal and interest as follows:

The sum of One Hundred Fifty-Four and 69/100--(\$154.69)--Dollars on the 5th day of May, 1971, and the like payment of One Hundred Fifty-Four and 69/100--(\$154.69)--Dollars on the 5th day of each month thereafter for a period of twenty (20) years, at which time the entire unpaid principal balance and interest shall be paid in full. Mortgagors to have the privilege and option of making further payments on principal and on any amount at any time before maturity. This is a purchase money mortgage.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee - in the sum not less than --Nineteen Thousand Two Hundred and 00/100-----(\$19,200.00)-----

Dollars and take no insurance not payable to the Mortgagee. The First National Bank-- This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagors herein,-----their heirs

and assigns-----, and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for the Mortgagors herein.

Now, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagors do--- grant, bargain and sell to the Mortgagee--- its Attorney Successors and Assigns

Lot #103: All that certain piece or parcel of land situate in Park Place Village, Berwick Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northeasterly 50.00 foot wide right

of way line of Maple Road, in the dividing line between lots 103 and 104, as shown on a map hereinafter referred to; thence in a northeasterly direction along the dividing line between lots 103 and 104, on a course of North 51 degrees 13 minutes East, a distance of 152.93 feet to a point in line of lot 86; thence in a southeasterly direction along the dividing line between lots 103, 86, and 87, on a course of South 46 degrees 12 minutes East, a distance of 95.5 feet to a point in the northerly line of a 15.00 foot wide public park strip of land; thence in a southwesterly direction along said lands, on a course of South 63 degrees 48 minutes West, a distance of 161.44 feet to a point on the northeasterly 50.00 foot wide right of way line of Maple Road; thence in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, and along a curve to the left, having a radius of 320.0 feet, an arc distance of 36.0 feet, on a chord course of North 44 degrees 52 minutes West, a chord distance of 36.00 feet to a point of tangent; thence continuing in a northwesterly direction along the northeasterly 50.00 foot wide right of way line of Maple Road, on a course of North 48 degrees 06 minutes West, a distance of 24.00 feet to the place of beginning.

CONTAINING 11,760.07 Sq. Ft. ( 0.27 Ac. ) of land.

EXCEPTING AND RESERVING out of the above described property, a strip of land 5.00 feet wide along the dividing line between lots 103, 86, and 87, along with an adjoining 5.00 foot wide strip of land out of the rear portion of lots 86 and 87, combined to form a 10 foot wide utility easement.

ALL as shown on a map of Park Place Village, revised by John X. J. Callahan, P.E., a Registered Professional Engineer, dated May 1969, original map prepared August 22, 1955, by H. G. Shulde, R. E., which revision was required to accomodate sub-division layout error prior to road and street construction.

BEING THE SAME PREMISES conveyed to the Mortgagors herein by deed of Roman Homes, Inc. dated the 30th day of March, 1971 and about to be recorded simultaneously with this Mortgage.

with the appurtenances.

To Have and to Hold to the said Mortgagee --, its Successors and Assigns forever

Provided that the said Mortgagee --, its Successors or Assigns upon default for -----  
-----thirty (30)-----days in payment of any part of said principal  
sum or interest as agreed, or any premium of insurance, for-----thirty (30)-----  
days after written notice of its being due shall have been given to the Mortgagors or their Rep-  
resentatives, or mailed to their proper address, or upon default in the payment of any tax as-  
sessed against the said premises for one year after the first day of January next succeeding its  
assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure  
hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attor-  
ney's commission of ten per centum and all costs, including the costs of recording this Mortgage,  
without further stay, nor shall any waiver of this provision be held effectual, unless in writing for  
a valuable consideration.

Provided Also, However, that if the said Mortgagors, or their Representatives shall  
without default pay to the said Mortgagee --, its Successors or Assigns, the said principal sum,  
with interest, and premiums, or in case of default and of legal process shall before actual sale, pay  
the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby  
granted, and the said Obligation shall become void.

Witness the hands----- and seals-----of the said Mortgagors.

Signed, Sealed and Delivered  
in the presence of

*John M. Keller*

*James E. Neidig* Seal  
*Paul Ann Neidig* Seal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



State of Pennsylvania  
County of Columbia

On this, the 5th day of April, A. D. 1971, before me  
A Notary Public, the undersigned Officer,  
personally appeared James E. Neidig and Ruth Ann Neidig, his wife,  
known to me (or satisfactorily proven) to be the person whose names are subscribed to the within  
instrument, and acknowledged that they executed the same for the purposes therein contained.  
In Witness Whereof, I hereunto set my hand and official seal.

*John M. Kuchka*  
NOTARY PUBLIC  
Title of Office  
Berwick, Columbia County, Penna.  
My commission expires 12/12/71.

I Herby Certify, that the precise residence of the Mortgagee- and person entitled to interest  
on this Mortgage is 111 West Front Street, Berwick, Pennsylvania 18603.

*John M. Kuchka*  
Attorney for Mortgagors.

27  
Number  
Mortgage  
To A Corporation  
JAMES E. NEIDIG and RUTH  
ANN NEIDIG, his wife,  
To  
THE FIRST NATIONAL BANK  
OF BERWICK  
Dated April 5, 1971  
Upon  
To secure \$19,200.00  
Payable in monthly install-  
ments of \$154.69 for 29  
years.

JOHN M. KUCHKA, ESQ.  
132 East Front Street  
Berwick, Penna. 18603  
Form No. 107C-Local Blank Preliminary, Lancaster Pa.

Commonwealth of Pennsylvania  
County of Columbia

ss. 1:43 PM

Recorded on this 5th day of April A. D. 1971, in the Re-  
corder's Office of the said County in Mortgage Book Volume 157 Page 1

Given under my hand and seal of the said Office, the date above written.

*Tom Boudreau*

Recorder

See Subordination of Mktg. Mace ~~to~~<sup>to</sup> 179 p. 630 and c. 19878

WITNESSETH, that to secure payment by Mortgagors of a Revolving Loan Agreement, hereafter referred to as the "Agreement," of even date herewith, by which the Mortgagee is obligated to make loans and advances up to \$ 5000.00, hereinafter referred to as the "Line of Credit", which, in no event, shall exceed \$ 5000.00 and shall be made pursuant to the provisions of the Pennsylvania Consumer Discount Company Act, as amended, and all other obligations of Mortgagors under the terms and provisions of this Mortgage. Mortgagors do by these

County of Columbia, Commonwealth of Pennsylvania, described as follows:

Premises described in Deed Book 250 Page 927

REC'D BY RECORDER  
COLUMBIA CO, PA.  
TAX - \$0.00  
APR 18 2 05 PM '77

BEING premises known and designated as 220 Maple Rd. Berwick, Pennsylvania,  
 Street Address City Town Post Office  
 conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book  
 No. 250 Page 227 as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part hereof, and will deliver receipts therefor to the Mortgagee upon request.
3. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under said Agreement up to the maximum amount shown above as Line of Credit.
4. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
6. In the event that Mortgagors default in the making of any payment due and payable under said Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Agreement and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said Agreement, costs of suit, and costs of sale.
7. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisalment, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said Agreement to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Agreement or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

**BUT PROVIDED ALWAYS,** that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

James E. Neidig (SEAL)  
 \* James E. Neidig (SEAL)  
 (SEAL)  
 (SEAL)

COMMONWEALTH OF PENNSYLVANIA:

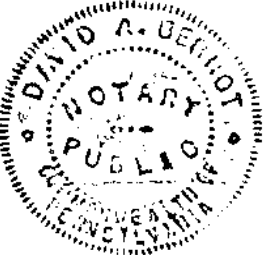
ss. JAMES E. AND RUTH ANN NEIDIG

COUNTY OF LUZERNE

On this 15th day of April, 1977, before me, a Notary Public, came the above named James E. and Ruth Ann Neidig  
Mortgagor(s) above named, and acknowledged the within indenture of Mortgage to be act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.

*David A. Bennett*  
My commission expires 4-14-80



CERTIFICATE OF RESIDENCE

I, MARIE T. MAPUSAK of Beneficial Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 44 W. Broad Street, Hazleton, Pennsylvania.

Witness my hand, this 15th day of April, 1977.

*Marie T. Mapusak*  
Agent of Mortgagee

RC 4PA-20 Ed. Apr. '76

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Name of Mortgagor(s)

*James E. and Ruth Ann Neidig*

Beneficial Consumer  
Discount Company,  
Mortgagee

44 W. Broad Street  
Hazleton, Pa. 18201  
Address

Mortgaged Premises:

220 Maple Rd  
Berkshire  
City, Borough or Township

18603  
Post Office

COMMONWEALTH OF  
PENNSYLVANIA

2:05 P.M.  
COUNTY OF COUMBERLAND

RECORDED on this 18th day of April, 1977, in the Office for Recording of Deeds of said County, in Mortgage Book No. 183 Page 227

*Marvin G. Bower*

RECORDER

SUBORDINATION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that Beneficial Consumer Discount Company of Hazleton, Pennsylvania, on the 16 day of October, 1978, in consideration of One (\$1.00) Dollar to them in hand paid, the receipt whereof is hereby acknowledged, hereby agrees that the mortgage, heretofore given to them by James E. Neidig and Ruth Ann Neidig, his wife, of Berwick Borough, Columbia County, Pennsylvania, dated April 15, 1977, and duly recorded April 18, 1977, in the Recorder of Deeds Office of Columbia County, in Mortgage Book Volume 183 at Page 227, upon premises situate in Berwick Borough, Columbia County, Pennsylvania, and therein more particularly described, which said mortgage constitutes a second lien upon the said premises, shall be subordinate in lien, priority, and distribution to a certain judgment upon said premises, dated August 16, 1978, in the amount of Five Thousand & xx/100 Dollars (\$5,000.00) dollars given by the said James E. Neidig and Ruth Ann Neidig, his wife, to The First National Bank of Berwick, Pennsylvania, and that the aforesaid mortgage of Beneficial Consumer Discount Company of Hazleton, Pennsylvania, shall in all respects be subordinate in lien and priority to said judgment.

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

By: William J. Neidig

WILLIAM J. NEIDIG, HUSBAND  
HAZLETON, PENNSYLVANIA  
MY COMMISSION EXPIRES SEPTEMBER 1, 1980  
Notary Public for the State of Pennsylvania

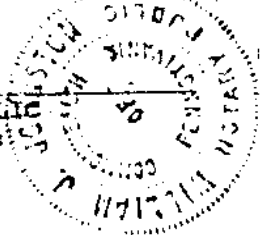
BOOK

60 4064

STATE OF PENNSYLVANIA,) ss:  
COUNTY OF )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1978,  
before me, the subscriber, a Notary Public, in and for said Common-  
wealth and County, personally appeared \_\_\_\_\_  
who acknowledged himself to the \_\_\_\_\_ of Beneficial  
Consumer Discount Company, a corporation and that he as such  
\_\_\_\_\_ being authorized to do so, executed the fore-  
going instrument for the purposes therein contained by signing the  
name of the Corporation by himself as \_\_\_\_\_  
WITNESS my hand and notarial seal the day and year aforesaid.

NOTARY PUBLIC  
My commission expires: \_\_\_\_\_



JOINDER

WE, the undersigned, being all of the lienholders and all those presently having any proprietary interest in the aforesaid premises situate in Berwick Borough, Columbia County, Pennsylvania, hereby join in and consent to the foregoing subordination agreement.

James E. Neidig  
James E. Neidig

Ruth Ann Neidig  
Ruth Ann Neidig

ATTEST:

THE FIRST NATIONAL BANK OF BERWICK

By: [Signature]

STATE OF PENNSYLVANIA,) ss:  
COUNTY OF Columbia)

On this, the 17th day of October, 1978, before me, a Notary Public, the undersigned officer, personally appeared James E. Neidig and Ruth Ann Neidig, his wife, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Walter R. Rife  
NOTARY PUBLIC  
BERWICK, COLUMBIA COUNTY, PENNA.  
MY COMMISSION EXPIRES 2/10/81

STATE OF PENNSYLVANIA,) ss:  
COUNTY OF COLUMBIA.)

On this, the 17th day of October, 1978, before me, the subscriber, a Notary Public, in and for said Commonwealth, and County, personally appeared J. Gerald Baxendale who acknowledged himself to be the President of J. Gerald Baxendale, Inc. a Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as J. Gerald Baxendale, Inc.

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

Walter R. Rife  
NOTARY PUBLIC  
BERWICK, COLUMBIA COUNTY, PENNA.  
MY COMMISSION EXPIRES 2/10/81

Recorded in Columbia County Misc. Bk. 60 page 630 on Oct. 18, 1978 at 2:49 p.m.

32. Hb 647 81 130 4/17/79  
TAX FEE 7.50  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
OCT 18 1978