

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

UNITED PENN BANK

Plaintiff

: NO. 1956 of 1980 J.D.

VS.

: NO. 32 of 1981 E.D.

RALPH KELCHNER, JR.
and DORIS KELCHNER,
his wife

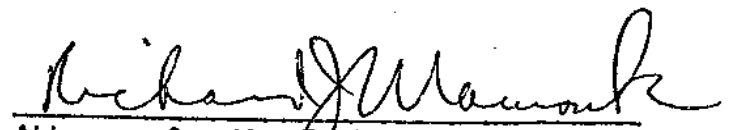
Defendant

:

PRAECIPE FOR DISCONTINUANCE

TO THE SHERIFF:

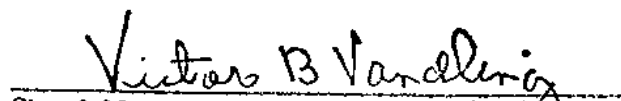
Return the writ in the above captioned matter discontinued and satisfy original judgement by order of Plaintiff's Attorney.


Attorney for the Plaintiff

Dated: July 15, 1981

TO THE PROTHONOTARY:

I hereby return the writ in the above captioned matter discontinued and satisfy original judgement by order of the Plaintiff's Attorney.


Sheriff 7/20/81



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. MENBINDER, DEPUTY
LINDA D. MOWERY, DEPUTY

July 14, 1981

Richard J. Maruska, Esq.
Hazleton National Bank Bldg.
Hazleton, Pa. 18201

Re: United Penn Bank
vs.
Ralph Kelchner, et ux
No. 32 of 1981 E.D.

Dear Mr. Maruska,

Please accept my apologies for the delay in responding to your correspondence dated July 8, 1981 advising discontinuance and satisfaction be made in the above mortgage foreclosure.

Review of our file indicates costs incurred by the Sheriff's Department include \$80.55 for docketing, levying, service, mileage, advertising preparation and posting of property. Additional charges were \$30.00 to Henrie Printing for sale bills and \$54.36 by the Press-Enterprise newspapers. Total amount due \$164.91. To this will be added \$3.00 for satisfaction fee (your check No. 4063, dated July 8, 1981 for this amount is being returned/enclosed) thus \$167.91 will be deducted from your advance cost deposit of \$500.00 received May 22, 1981 via Cashier's Check No. 824190, dated April 16, 1981. A check in the amount of \$332.09 will be forwarded to you upon return of the Praeipe for Discontinuance enclosed for your signature and thereafter to be filed by this department with the Prothonotary.

Trusting the above to be self-explanatory I remain,

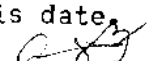
Very truly yours,


A. J. Zale,
Chief Deputy Sheriff

AJZ/l dm

Enclosure

July 20, 1981

Praeipe for Discontinuance signed by Atty. Richard J. Marusak received 7/20/81 and filed with Prothonotary of Col. Co. this date. Refund of unused Advance Cost Deposit (\$332.09) is enclosed. 

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

UNITED PENN BANK,

vs

RALPH KELCHNER, JR. and

DORIS KELCHNER, his wife

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 32 of 1981. Term 19. E.D.

No. Term 19. A.D.

No. 1956 of 1980. Term 19. 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):

ALL that certain piece or parcel of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the east side of Legislative Route No. 19043 leading from Evansville to Route No. 93 and on the line of land of Ray Huntingdon:

THENCE (1) along line of Ray Huntingdon, South seventy-nine degrees thirty-five minutes twenty-eight seconds East (S. 79° 35' 28" E.) a distance of two hundred forty-one and twenty-seven one-hundredths (241.27') feet to an iron pin;

THENCE (2) South thirty-two degrees fifty minutes West (S. 32° 50' W.) ninety-nine and thirty-eight one-hundredths (99.38') feet to an iron pin in line of other land of Ralph H. Kelchner and Veda M. Kelchner, his wife;

THENCE (3) along other land of Ralph H. Kelchner and Veda M. Kelchner, his wife, North seventy-nine degrees thirty-five minutes twenty-eight seconds West (N. 79° 35' 28" W.) a distance of two hundred forty-two and eighty-six one-hundredths (242.86') feet to an iron pin on the east side of the aforementioned highway;

THENCE (4) along said highway, North thirty-three degrees forty minutes forty-one seconds East (N. 33° 40' 41" E.) a distance of one hundred (100.00') feet to the place of BEGINNING.

CONTAINING five hundred ten one-thousandths (.510) acres.

Amount Due \$15,870.46

Interest ~~from~~ to April 5, 1981 \$ 501.10
with a per diem of \$3.31

Total

\$16,371.50. Plus costs and attorney's
commission

as endorsed.

FREDERICK J. PETERSON.

Prothonotary, Common Pleas Court of
Columbia County, Penna.

I hereby certify the within to be a
True copy of the original writin this

Dated 13 April 1981.
(SEAL)

VICTOR B. VANDLING

Sheriff

By: Barbara N. Blanch Chief
Deputy

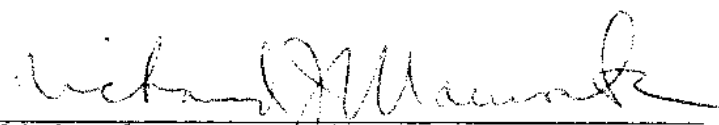
UNITED PENN BANK,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF COLUMBIA COUNTY
vs.	:	CIVIL ACTION-LAW
RALPH KELCHNER, JR. and	:	IN MORTGAGE FORECLOSURE
DORIS KELCHNER, his wife,	:	
Defendants	:	

NOTICE OF SHERIFF'S SALE
OF REAL ESTATE

TO: RALPH KELCHNER, JR. and DORIS KELCHNER, his wife, Defendants herein and 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 Dept. Office~~ ~~XXXXXXXXXXXX~~, Columbia County Court House, Bloomsburg, Columbia County, Pennsylvania, on JULY 30, 1981 at 2:00 o'clock P.M., all your right, title and interest in and to ALL that certain piece or parcel of land situate in the Township of Briar Creek, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on JULY 31, 1981, 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.


Richard J. Marusak, Esquire
Attorney for Plaintiff

ALL that certain piece or parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the East side of Legislative Route No. 19043 leading from Evansville to Route No. 93 and on the line of land of Ray Huntingdon;

THENCE (1) along line of Ray Huntingdon, South seventy-nine degrees thirty-five minutes twenty-eight seconds East (S. $79^{\circ} 35' 28''$ E.) a distance of two hundred forty-one and twenty-seven one-hundredths (241.27') feet to an iron pin;

THENCE (2) South thirty-two degrees fifty minutes West (S. $32^{\circ} 52' W.$) ninety-nine and thirty-eight one-hundredths (99.38') feet to an iron pin in line of other land of Ralph H. Kelchner and Veda M. Kelchner, his wife;

THENCE (3) along other land of Ralph H. Kelchner and Veda M. Kelchner, his wife, North seventy-nine degrees thirty-five minutes twenty-eight seconds West (N. $79^{\circ} 35' 28'' W.$) a distance of two hundred forty-two and eighty-six one-hundredths (242.86') feet to an iron pin on the east side of the aforementioned highway;

THENCE (4) along said highway, North thirty-three degrees forty minutes forty-one seconds East (N. $33^{\circ} 40' 41'' E.$) a distance of one hundred (100.00') feet to the place of BEGINNING.

CONTAINING five hundred ten one-thousandths (.510) acres.

UNITED PENN BANK.

IN THE COURT OF COMMON PLEAS

Plaintiff

OF COLUMBIA COUNTY

vs.

CIVIL ACTION-LAW

RALPH KELCHNER, JR. and
DORIS KELCHNER, his wife,

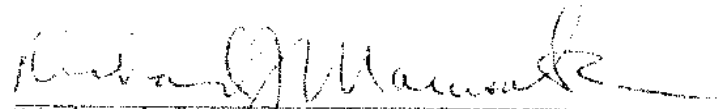
IN MORTGAGE FORECLOSURE

Defendant

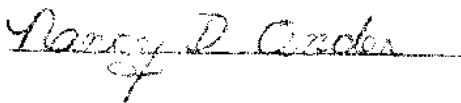
NO. 1956 OF 1980

AFFIDAVIT OF
LAST KNOWN ADDRESS OF DEFENDANTS

RICHARD J. MARUSAK, ESQUIRE, being duly sworn according to law, deposes and says that he is the Attorney for the above captioned Plaintiff, that he is authorized to make this Affidavit and is familiar with the facts herein contained; that to the best of his knowledge, information and belief, the last known address of RALPH KELCHNER, JR. and DORIS KELCHNER, his wife, the above captioned Defendants, is R.D. #2 Berwick, Columbia County, Pennsylvania.


Richard J. Marusak, Esquire
Attorney for Plaintiff

Sworn to and subscribed
before me this 10th day
of April, 1981.



My Comm. expires Dec. 31, 1982

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4513

July 20, 1981

60-593
313

PAY TO THE ORDER OF Prothonotary of Columbia County \$ 3.00
Three AND 00/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR UP BANK vs Kelchner Victor B. Vandling
No. 32 of 1981 E.D.
Satisfaction ⑆031305936⑆ 57281000 05

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4514

July 20, 1981

60-593
313

PAY TO THE ORDER OF Richard J. MARUSAK \$ 332.09
Three Hundred Thirty Two AND 09/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR UP BANK vs Kelchner Victor B. Vandling
No. 32 of 1981 E.D.
Refund of Advance C.R. deposit ⑆031305936⑆ 57281000 05

USTYNOSKI, SHARKEY AND MARUSAK

LAW OFFICES

205 HAZLETON NATIONAL BANK BUILDING

HAZLETON, PENNSYLVANIA 18201

JOSEPH J. USTYNOSKI

THOMAS J. SHARKEY

RICHARD J. MARUSAK

717/455-3883

717/823-2833

July 8, 1981

Sheriff of Columbia County
Columbia County Court House
Bloomsburg, PA 17815

Re: United Penn Bank v. Ralph Kelchner, et ux
Columbia County No. 1956 of 1980

Dear Sir:

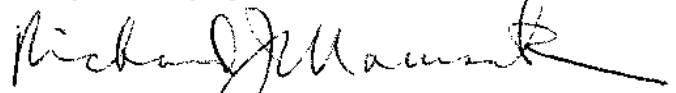
Enclosed herein please find my check in the amount of \$3.00 relative to satisfaction of the Writ of Execution filed in the above Mortgage Foreclosure action and discontinuance of same.

If additional costs over and above the \$500.00 deposit have been incurred, please notify us and we will immediately take steps to have same paid. In the alternative, if a refund of any of the money is in order, please send same to me at your earliest convenience.

I would appreciate some indication from you that the action has been terminated.

Thank you for your courtesy.

Very truly yours,



RICHARD J. MARUSAK

RJM:ndo

Enclosure

cc: United Penn Bank

USTYNOSKI, SHARKEY AND MARUSAK

LAW OFFICES

205 HAZLETON NATIONAL BANK BUILDING
HAZLETON, PENNSYLVANIA 18201

JOSEPH J. USTYNOSKI
THOMAS J. SHARKEY
RICHARD J. MARUSAK

717/453-3683
717/823-2833

July 6, 1981

Prothonotary of Columbia County
Columbia County Court House
Bloomsburg, PA 17815

Re: United Penn Bank v. Ralph Kelchner, et ux
Columbia County No. 1956 of 1980

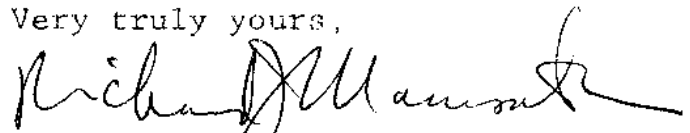
Dear Sir:

Enclosed herein please find original and one copy of
Praecipe for Discontinuance of the above captioned Mortgage
Foreclosure action.

Please file the original, and "clock in" the copy and
return same to me in the enclosed self-addressed, stamped
envelope.

Thank you for your courtesy in this matter.

Very truly yours,



RICHARD J. MARUSAK

RJM:ndo

Enclosures

cc: Columbia County Sheriff's Office ✓
United Penn Bank

INFORMATION COPY

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4493

July 13, 1981

60-593
313

PAY TO THE ORDER OF Press-Enterprise, Inc.

\$ 54.36

fifty-four and 36/100

DOLLARS



Bloomsburg Bank - COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR U.P. BANK vs. Kelchner
NO. 32 OF 1981 ED.
LEGAL AD (1)

Victor B. Vandling assy

⑆031305936⑆

572081000

05

Kelchner Sheriff Sale

\$27.18 - Morning Press

27.18 - Berwick Enterprise

\$54.36 - Total Due (1 insertion)

SHERIFF'S SALE

By virtue of Writ of Execution No. 32 of 1981, issued out of the Court of the Common Pleas of Columbia County, Pennsylvania, and to me directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

THURSDAY, JULY 30, 1981
at 2:00 o'clock P.M.

ALL that certain piece or parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the East side of Legislative Route No. 19043 leading from Evansville to Route No. 93 and on the line of land of Ray Huntingdon;

THENCE (1) along line of Ray Huntingdon, South seventy-nine degrees thirty-five minutes twenty-eight seconds East (S. $79^{\circ} 35' 28''$ E.) a distance of two hundred forty-one and twenty-seven one-hundredths (241.27') feet to an iron pin;

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THENCE (3) along other land of Ralph H. Kelchner and Veda M. Kelchner, his wife, North seventy-nine degrees thirty-five minutes twenty-eight seconds West (N. $79^{\circ} 35' 28'' W.$) a distance of two hundred forty-two and eighty-six one-hundredths (242.86') feet to an iron pin on the east side of the aforementioned highway;

THENCE (4) along said highway, North thirty-three degrees forty minutes forty-one seconds East (N. $33^{\circ} 40' 41'' E.$) a distance of one hundred (100.00') feet to the place of BEGINNING.

CONTAINING five hundred ten one-thousandths (.510) acres.

Taken into execution, etc., at the suit of United Penn Bank, Plaintiff,
vs. Ralph Kelchner, Jr. and Doris Kelchner, his wife.

Notice is hereby directed to all parties and claimants that a schedule of distribution will be filed by the Sheriff on July 31, 1981. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Richard J. Maruska, Attorney

VICTOR B. VANDLING, SHERIFF

Mr. Grasley,

Please furnish this department a copy of the TAX STATEMENT on this property.

Thank you,

Chief Deputy

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Kelchner~~, 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

Ralph Kelchner, Jr. and Doris Kelchner, his wife,
and find as follows:

See Photostatic Copies attached.

Fee . \$5.00

In testimony whereof I have set my hand and
seal of office this 20th day of July
A.D., 19 81.

Beverly J. Michael Acting
RECORDER

This Mortgage

Made the 5th day of October in the year of our
Lord, one thousand nine hundred and SEVENTY-TWO (1972),

RALPH H. KELCHNER, JR. AND DORIS KELCHNER, HIS WIFE, OF THE TOWNSHIP OF SALEM, COUNTY OF LUZERNE AND COMMONWEALTH OF PENNSYLVANIA,

mortgagor, to

THE MINERS BANK AND TRUST COMPANY OF WEST HAZLETON, PA., A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, HAVING ITS PRINCIPAL OFFICE IN THE BOROUGH OF WEST HAZLETON, COUNTY OF LUZERNE AND COMMONWEALTH OF PENNSYLVANIA,

mortgagee, witnesseth:

Whereas, the said MORTGAGORS

by THEIR bond of even date herewith, stand bound unto said mortgagee in a

certain penal sum, conditioned for the payment of Twenty Thousand Two Hundred Fifty and 00/100 (\$20,250.00) DOLLARS WITH INTEREST AT THE RATE OF SEVEN AND ONE-HALF (7½) PER CENT PER ANNUM ON THE UNPAID MONTHLY BALANCES UNTIL PAID, SAID PRINCIPAL AND INTEREST TO BE PAID IN MONTHLY INSTALLMENTS OF ONE HUNDRED SIXTY-THREE AND 14/100 (\$163.14) DOLLARS EACH, COMMENCING SIX (6) MONTHS FROM THE DATE HEREOF OR THE DATE OF THE COMPLETION OF THE BUILDING (WHICHEVER OCCURS FIRST); DURING THIS PERIOD INTEREST WILL BE DUE AND PAYABLE AND COMPUTED AT THE ABOVE RATE ON THE HIGHEST AMOUNT OF MONEY IN USE TO DATE; THEREAFTER ON THE 5th DAY OF EACH MONTH UNTIL THE PRINCIPAL AND INTEREST ARE FULLY PAID, SAID PAYMENTS TO BE APPLIED FIRST TO THE PAYMENT OF INTEREST AND THE BALANCE TO PRINCIPAL, EXCEPT THAT ANY REMAINING BALANCE OF PRINCIPAL AND INTEREST SHALL BECOME DUE AND PAYABLE AT THE END OF TWENTY (20) YEARS FROM THE DATE HEREOF, WITH THE PRIVILEGE TO THE MORTGAGORS HEREIN TO REPAY AT ANY TIME OR TIMES THE ENTIRE BALANCE OF PRINCIPAL OR ANY PART THEREOF, BUT NOT LESS THAN THE AMOUNT OF ONE (1) INSTALLMENT OF PRINCIPAL. IN ADDITION HERETO, THE SUM OF 1/12TH OF THE ANNUAL TAXES AND FIRE INSURANCE PREMIUM WILL BE PAID ON THE REGULAR MONTHLY PAYMENT DATE SET FORTH ABOVE. FAILURE TO PAY ANY INSTALLMENT WITHIN FIFTEEN (15) DAYS OF ITS DUE DATE, A DELINQUENCY CHARGE OF TWO (2) PER CENT OF THE INSTALLMENT SHALL BE DUE AND PAYABLE IN ADDITION TO SUCH INSTALLMENT.

with interest thereon from the date hereof at the per cent. per annum payable as ABOVE

annually; and, all premiums and charges for such insurance on the mortgaged buildings, as shall from time to time be taken out by the mortgagee, its successors

or assigns, to better secure the said debt and interest and all taxes and municipal claims against the mortgaged premises, as soon as payable, penalties and costs, which if paid by the mortgagee, its successors or assigns, may be added to said real debt and also, in case of default, all fees, and expenses of collection, including an attorney's commission of FIFTEEN (15) per centum.

Now Therefore, the said mortgagor, in consideration of one dollar to them paid by the said mortgagee, and for securing payment and performance as aforesaid, do grant, bargain, sell, and convey unto the said mortgagee, its successors and assigns

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF BRIAR CREEK, COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:-

BEGINNING AT AN IRON PIN ON THE EAST SIDE OF LEGISLATIVE ROUTE No. 19043 LEADING FROM EVANSVILLE TO ROUTE No. 93 AND ON THE LINE OF LAND OF RAY HUNTINGDON;

Per Assignment of Mtg. Book 163, pg 339, recorded 7-10-75

THENCE (1) ALONG LINE OF RAY HUNTINGDON, SOUTH SEVENTY-NINE DEGREES THIRTY-FIVE MINUTES TWENTY-EIGHT SECONDS EAST ($S.79^{\circ}35'28''E.$) A DISTANCE OF TWO HUNDRED FORTY-ONE AND TWENTY-SEVEN ONE-HUNDREDTHS (241.27) FEET TO AN IRON PIN;

THENCE (2) SOUTH THIRTY-TWO DEGREES FIFTY MINUTES WEST ($S.32^{\circ}50'00''W.$) NINETY-NINE AND THIRTY-EIGHT ONE-HUNDREDTHS (99.38) FEET TO AN IRON PIN IN LINE OF OTHER LAND OF RALPH H. KELCHNER AND VEDA M. KELCHNER, HIS WIFE;

THENCE (3) ALONG OTHER LAND OF RALPH H. KELCHNER AND VEDA M. KELCHNER, HIS WIFE, NORTH SEVENTY-NINE DEGREES THIRTY-FIVE MINUTES TWENTY-EIGHT SECONDS WEST ($N.79^{\circ}35'28''W.$) A DISTANCE OF TWO HUNDRED FORTY-TWO AND EIGHTY-SIX ONE-HUNDREDTHS (242.86) FEET TO AN IRON PIN ON THE EAST SIDE OF THE AFOREMENTIONED HIGHWAY;

THENCE (4) ALONG SAID HIGHWAY, NORTH THIRTY-THREE DEGREES FORTY MINUTES FORTY-ONE SECONDS EAST ($N.33^{\circ}40'41''E.$) A DISTANCE OF ONE HUNDRED (100.00) FEET TO THE PLACE OF BEGINNING.

CONTAINING FIVE HUNDRED TEN ONE-THOUSANDTHS (.510) ACRES.

BEING THE SAME PREMISES GRANTED AND CONVEYED BY RALPH H. KELCHNER AND VEDA M. KELCHNER, HIS WIFE, TO RALPH H. KELCHNER, JR. AND DORIS KELCHNER, HIS WIFE, THE MORTGAGORS HEREIN, BY DEED DATED AUGUST 7, 1972, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COLUMBIA COUNTY ON AUGUST 15, 1972, IN DEED BOOK VOL. 257 AT PAGE 532.

TO BE IMPROVED BY HAVING ERECTED THEREON A SINGLE, BI-LEVEL, FRAME DWELLING.

TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON.

TOGETHER WITH AND UNDER AND SUBJECT TO ALL THE RIGHTS, PRIVILEGES, BENEFITS, EASEMENTS, OBLIGATIONS, CONDITIONS, RESTRICTIONS, EXCEPTIONS, RESERVATIONS, TERMS AND PROVISIONS CONTAINED IN FORMER DEEDS IN THE CHAIN OF TITLE.

TRANSFER OF THIS PROPERTY EITHER DIRECTLY OR INDIRECTLY BY THE MORTGAGORS HEREIN FOR ANY REASON WHATSOEVER AUTOMATICALLY MAKES THE FULL AMOUNT OF THIS MORTGAGE LOAN IMMEDIATELY DUE AND OWING.

THE BORROWERS AGREE THAT THE LENDER MAY RETAIN THE LIEN OF THE MORTGAGE AND THE OBLIGATION OF THE BOND AND WARRANT TO SECURE PAST, PRESENT AND FUTURE INDEBTEDNESS OF THE BORROWERS WHETHER ARISING FROM THIS TRANSACTION OR OTHER OBLIGATIONS OF WHICH THE BORROWERS BECOME PARTIES THERETO TO THE EXTENT OF THE PENAL SUM MENTIONED THEREIN.

Together with all and singular the buildings, ways, waters, water courses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining and the reversions and remainders, rents, issues and profits thereof.

To Have and to Hold the same unto, and for the use of the said mortgages
ITS SUCCESSORS and assigns.

Provided however, that if the said mortgagor pay and perform, according to the condition of said bond, everything to be paid and performed as aforesaid, then the estate hereby conveyed and granted shall become and be void.

But in case of default of such payment or performance at any time or in any particular, for the space of THIRTY (30) days, every sum to be paid as aforesaid shall then become and be payable forthwith, and an Action of Mortgage Foreclosure or other lawful writ or writs hereon may forthwith be issued, and prosecuted to judgment and execution, for the same, with interest and all damages for default and costs, and with an attorney's commission of FIFTEEN (15) per cent. for collection. And all stay of execution which is or shall be given by law, is waived.

Witness the hand and seal of the said mortgagors

Attest:

Ruth J. Magagna

Jo Anne M. Lott

Commonwealth of Pennsylvania

County of LUZERNE

Ralph H. Kelchner, Jr.
RALPH H. KELCHNER, JR.
Doris Kelchner
DORIS KELCHNER



On this the 5th day of October
before me A NOTARY PUBLIC,

RALPH H. KELCHNER, JR. AND DORIS KELCHNER, HIS WIFE,

(or satisfactorily proven) to be the person whose name 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.

NOTARY PUBLIC

My commission expires

HAROLD A. BENNER, Notary Public
West Hazleton, Luzerne Co., Pa.
My Commission Expires March 20, 1975

(Title of Officer.)

Certificate of Residence.

I, ATTY. ELWOOD H. JONES

Do hereby certify that THE MORTGAGEE'S precise residence is
40 WEST BROAD STREET, WEST HAZLETON, LUZERNE COUNTY, PENNSYLVANIA 18201.
Witness my hand this 5th day of October, 1972

Atty. Elwood H. Jones
ATTY. ELWOOD H. JONES

For Value Received, the Mortgage within named

do hereby sell, assign, transfer and set over unto
and assigns, the within mortgage, dated

19 , recorded in

County, Pennsylvania, in Mortgage Book, Vol.

page its accompanying bond, and all moneys secured thereby.

Witness hand and seal this day of A.D. 19

Attest:



Commonwealth of Pennsylvania

SS:

County of

Before me, a

in and for

on this

day of

A.D. 19

came

Mortgage

within named and acknowledged the above assignment to be

act and deed, to the end that it may be recorded as such.

Witness my hand and

seal.

REC'D BY RECORDER
COLUMBIA CO., PA.

TAX \$50.00

OCT 13 10 21 AM '72

Recorded Number

155

Mortgage

Page

Vol.

From

RALPH H. KELCHNER, JR. AND
DORIS KELCHNER, HIS WIFE

To

THE MINERS BANK AND TRUST
COMPANY OF WEST HAZLETON, PA.

Fees, \$

ATTY. ELWOOD H. JONES
MINERS BANK BUILDING
WEST HAZLETON, PA. 15201

For Sale by P. O. Nally Co., Low Blank Publishers
431 Fourth Avenue, Pittsburgh, Pa. 15219
© Copyright 1976, P. O. Nally Company

Commonwealth of Pennsylvania

COLUMBIA

SS: 10:21 AM

County of

Recorded on this

13th day of October

A. D. 19 72 , in the Recorder's Office of the said County, in Mortgage

Book, Vol. 163 , page 320

Given under my hand and the seal of the said office the day and
year aforesaid.

John Q. Turnbull
Recorder.

BOOK 163 PAGE 323

~~Notified September 22, 1977 See Original Mfg. Book 160 page 1189~~
~~Notified April 27, 1978 See Original Mfg. Book 160 Page 1189~~

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that THE MINERS BANK AND TRUST COMPANY OF WEST HAZLETON, a Banking Corporation, organized and existing under the laws of the State of Pennsylvania, having its principal office and place of business in the Borough of West Hazleton, Luzerne County, Pennsylvania, in consideration of the sum of One Dollar (\$1.00) lawful money in hand paid by UNITED PENN BANK, WILKES-BARRE, PENNSYLVANIA, to said Miners Bank and Trust Company of West Hazleton, at or before the enscaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the said United Penn Bank, Wilkes-Barre, Pennsylvania, its successors and assigns, ALL Indentures of Mortgage owned by said Miners Bank and Trust Company of West Hazleton, including all such mortgages wherein said Miners Bank and Trust Company of West Hazleton is originally named as Mortgagee and is still the owner thereof, and including all such Mortgages acquired by the Miners Bank and Trust Company of West Hazleton by assignment from the original mortgagee, or acquired in any manner whatsoever, including, without limiting the foregoing, all of the Indentures of Mortgage entered of record in the Office of the Recorder of Deeds of Columbia County, Pennsylvania, totalling \$453,750.00, as more particularly set forth and described in Schedule "A" hereto attached and made a part hereof;

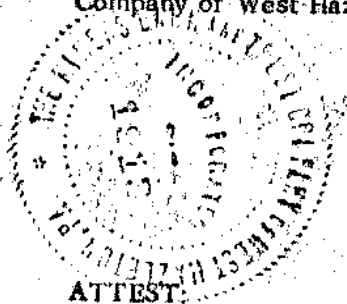
TOGETHER WITH all the rights, remedies, incidents and appurtenances thereunto belonging or in anywise appertaining, and all the right, title, interest, estate, property, claim and demand whatsoever of, in and to the same and the premises therein described;

TOGETHER WITH all other unsatisfied mortgages entered of record in Columbia County, or in any County or State, and held by said Miners Bank and Trust Company of West Hazleton either as Mortgagee or Assignee, and this to be as effectual as though said unsatisfied mortgages were specifically described and identified herein.

TOGETHER WITH the Bonds or obligations in said Indentures of Mortgage mentioned and thereby intended to be secured, and the warrants of Attorney to confess judgment thereto annexed; and all moneys due and to grow due thereon.

TO HAVE AND TO HOLD the same unto the said United Penn Bank, Wilkes-Barre, Pennsylvania, its successors and assigns, to its own proper use and behoof forever.

IN WITNESS WHEREOF, the said Miners Bank and Trust Company of West Hazleton, has caused there presents to be executed and its corporate seal hereto attached, duly attested by its proper officers, and the United Penn Bank, Wilkes-Barre, Pennsylvania joins in the execution hereof as Liquidating Agent for the said Miners Bank and Trust Company of West Hazleton, this 5th day of October, 1974.

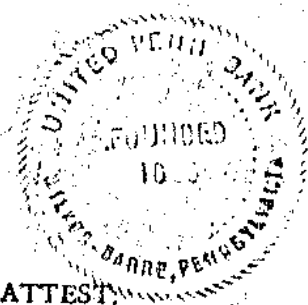


ATTEST:

Jack F. Deherty
Assistant Secretary

THE MINERS BANK AND TRUST COMPANY
OF WEST HAZLETON

By [Signature]
Executive Vice President



ATTEST:

Harold J. Johnson
Assistant Secretary

UNITED PENN BANK, WILKES-BARRE,
PENNSYLVANIA, LIQUIDATING AGENT
FOR THE MINERS BANK AND TRUST
COMPANY OF WEST HAZLETON

By [Signature]
Vice President

STATE OF PENNSYLVANIA)
(SS.
COUNTY OF LUZERNE)

On this, the 5th day of October, 1974, before me, the undersigned officer,
a Notary Public in and for said State and County, personally appeared William Simmons
who acknowledged himself to be the Executive Vice President of The Miners Bank and
Trust Company of West Hazleton, a corporation, and that he as such Executive Vice
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 Executive Vice
President.

In witness whereof, I hereunto set my hand and official seal.



Richard W. Myers
Notary Public
NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES OCTOBER 4, 1976

STATE OF PENNSYLVANIA)
(SS.
COUNTY OF LUZERNE)

On this, the 5th day of October, 1974, before me, the undersigned officer,
a Notary Public in and for said State and County, personally appeared C. W. Moss
who acknowledged himself to be the Vice President of UNITED PENN BANK, Liquidating
Agent for The Miners Bank and Trust Company of West Hazleton, a corporation, and
that he as such Vice President being authorized to do so, executed the foregoing
instrument in the capacity therein stated and for the purposes therein contained, by
signing the name of the corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.



Richard W. Myers
Notary Public
NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES OCTOBER 4, 1976

- 3 -

Schedule A
(Continued)

	<u>Mortgagor</u>	<u>Dated</u>	<u>Columbia County</u>		<u>Original Amount</u>
			<u>M. B. No.</u>	<u>Page No.</u>	
1.	Robert A. Brunozzi Jean A. Brunozzi	3/27/72	160	907	\$ 15,000.00
2.	R. Douglas Collins Pauline A. Collins	SATISFIED 9-25-75 4/27/73	165	961	15,000.00
3.	John D. Gomez Marie O. Gomez	2/12/73	164	957	23,000.00
4.	James F. Gross Lois B. Gross	Satisfied 4-27-78 4/14/72	160	1189	12,000.00
5.	Rodney D. Guise Carol A. Guise	8/16/71	158	742	15,000.00
6.	James W. Halye Nayon B. Halye	SATISFIED 3-8-78 8/27/73	167	960	22,500.00
7.	William J. Halye Hazel E. Halye	SATISFIED 7-11-79 6/19/73	166	973 933	14,000.00
8.	William J. Halye Hazel E. Halye	SATISFIED 6-15-78 10/31/73	168	768	2,500.00
9.	Milton C. Henry, II Karen L. Henry William J. Henry Hazel E. Henry	10/12/73	168	532	19,000.00
10.	William K. Johnson Diane J. Johnson	8/ 9/72	162	542 545	24,000.00
11.	Clayton J. Kalbach Stella E. Kalbach	SATISFIED 9-31-75 7/30/69	152	766	20,000.00
12.	John L. Kaufman Margaret Kaufman	7/30/71	158	528	14,000.00
13.	Ralph H. Kelchner, Jr. Doris Kelchner	10/ 5/72	163	320	20,250.00
14.	Thomas C. Lamar Gail T. Lamar	6/16/72	161	1110	20,000.00
15.	Colla M. Miller, Widow A/K/A Colla M. Miller	SATISFIED 5-26-78 3/20/74	170	288	7,000.00
16.	Raymond L. Ohlinger, Jr. Dawn A. Ohlinger	4/11/72	160	1089	17,000.00

Schedule A
(Continued)

<u>Mortgagor</u>	<u>Dated</u>	<u>Columbia County</u> <u>M.B. No. Page No.</u>		<u>Original</u> <u>Amount</u>
17. Robert B. Snyder Judy W. Snyder	6/ 7/73	166	691	\$ 20,000.00
18. Stairs, Inc., a Corporation and Ezra C. Stair Lois A. Stair, his wife; Individuals	SATISFIED 9-22-77 11/13/73	168	1056	46,000.00
19. John Thoryk	3/ 8/74	170	71	41,000.00
20. David L. Waltman; Patsy Jean Waltman	SATISFIED 4-26-79 4/22/74	170	601	5,500.00
21. Sigmund S. Wisniewski Frances A. Wisniewski	8/10/72	162	538	22,000.00
22. Lawrence J. Yurick Marion K. Yurick, his wife Lawrence Jay Yurick	3/27/74	170	396	19,000.00
23. John A. Zehner Phyllis J. Zehner	9/ 7/73	258	551	20,000.00
24. Clyde A. Zehner, Jr. Betty Y. Zehner	1/30/70	153	939	20,000.00

Recorded in the Office for the Recording
of Deeds, etc., in and for Columbia
County, in Mtg. Book No. 173
at Page 339 this 10th Day of
Jan., A. D. 19 75 9:48 a.m.
Witnessed at Notary Public's office
[Signature] Recorder

JAN 10 9 48 AM '75
TAX FEE \$5.00
RECORDED BY RECORDER
COLUMBIA CO., PA.
1-208

BOOK 173 PAGE 348



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

June 24, 1981

UNITED PENN BANK

VS.

RALPH KELCHNER, JR. AND
DORIS KELCHNER, HIS WIFE

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 32 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday, June 24, 1981 at 8:35 A.M., posted a copy of the SHERIFF'S
SALE bill on the property of Ralph Kelchner, Jr. and Doris Kelchner,
his wife, at R. D. # 2, Berwick, Briar Creek Township,
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien.

To Answers:
John J. O'Brien

Deputy Sheriff
John J. O'Brien
For:

Victor B. Vandling
Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
24th day of June, 1981.

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

May 28, 1981

A. J. ZALE, 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. 32 of 1981 ED
WRIT OF EXECUTION

SERVICE ON RALPH KELCHNER JR.

On May 27, 1981 at 8:15 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, Ralph
Kelchner Jr. at R.D. 2, Berwick, Pennsylvania
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 28th day of May
1981.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

By virtue of Writ of Execution No. 32 of 1981, issued out of the Court of the Common Pleas of Columbia County, Pennsylvania, and to me directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

THURSDAY, JULY 30, 1981
at 2:00 o'clock P.M.

ALL that certain piece or parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the East side of Legislative Route No. 19043 leading from Evansville to Route No. 93 and on the line of land of Ray Huntingdon;

THENCE (1) along line of Ray Huntingdon, South seventy-nine degrees thirty-five minutes twenty-eight seconds East (S. 79° 35' 28" E.) a distance of two hundred forty-one and twenty-seven one-hundredths (241.27') feet to an iron pin;

SO THENCE (2) South thirty-two degrees fifty minutes West (S. 32° 52' W.) ninety-nine and thirty-eight one-hundredths (99.38') feet to an iron pin in line of other land of Ralph H. Kelchner and Veda M. Kelchner, his wife;

THENCE (3) along other land of Ralph H. Kelchner and Veda M. Kelchner, his wife, North seventy-nine degrees thirty-five minutes twenty-eight seconds West (N. 79° 35' 28" W.) a distance of two hundred forty-two and eighty-six one-hundredths (242.86') feet to an iron pin on the east side of the aforementioned highway;

THENCE (4) along said highway, North thirty-three degrees forty minutes forty-one seconds East (N. 33° 40' 41" E.) a distance of one hundred (100.00') feet to the place of BEGINNING.

CONTAINING five hundred ten one-thousandths (.510) acres.

Taken into execution, etc., at the suit of United Penn Bank, Plaintiff,
vs. Ralph Kelchner, Jr. and Doris Kelchner, his wife.

Notice is hereby directed to all parties and claimants that a schedule of distribution will be filed by the Sheriff on July 31, 1981. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Richard J. Maruska, Attorney

VICTOR B. VANDLING, SHERIFF

6/8/81 - Copies to:

Henrie Printing.

P-E, Legal Ads, Wednesdays, July 8, 15, 22, 1981. Affidavits please !!!

Raymond R. Grasley, RD 4, Berwick, Tax Collector, Briar Creek Twp.



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

May 27, 1981

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 32 of 1981 ED
WRIT OF EXECUTION

SERVICE ON DORIS KELCHNER

On May 27, 1981 at 8:20 o'clock A. 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,
Doris Kelchner at her residence, R. D. # 2, Berwick,
Columbia 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
John J. O'Brien

For:

Victor B. Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 27th day of May,
1981.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

USTYNOSKI, SHARKEY AND MARUSAK

LAW OFFICES

205 HAZLETON NATIONAL BANK BUILDING

HAZLETON, PENNSYLVANIA 18201

JOSEPH J. USTYNOSKI

THOMAS J. SHARKEY

RICHARD J. MARUSAK

717/455-3683

717/823-2833

May 21, 1981

A. J. Zale
Chief Deputy Sheriff
Columbia County Court House
Bloomsburg, PA 17815

Re: United Penn Bank vs. Ralph
Kelchner, Jr. and Doris
Kelchner, his wife
No. 1956 of 1980 J.D.
No. 32 of 1981 E.D.

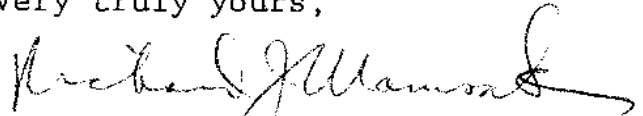
OFFICE OF SHERIFF
COLUMBIA COUNTY
MAY 22 12 13 PM '81
SHERIFF
CHIEF DEPUTY

Dear Mr. Zale:

Pursuant to your correspondence dated May 12, 1981,
I enclose herein check of the United Penn Bank in the amount
of \$500.00 representing advance cost deposit for the above
Foreclosure proceeding.

Please continue with the Foreclosure.

Very truly yours,


RICHARD J. MARUSAK

RJM:ndo

Enclosure

cc: United Penn Bank

Attn: JoAnne Lotito



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. BIRRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

May 12, 1981

Richard J. Maruska, Esquire
Hazleton Nat'l Bank Bldg.
Hazleton, Pa. 18201

Re: United Penn Bank

vs.

Ralph Kelchner, Jr. and
Doris Kelchner, his wife
No. 1956 of 1980 J.D.
No. 32 of 1981 E.D.

Dear Mr. Maruska,


On April 13, 1981 Writ of Execution in the captioned matter was filed in this office. At that time your representative was informed of an advance cost deposit of \$500.00 requirement before service would be performed by this department. To date the requested monies have not been received, consequently the Writ and the Notice of Sheriff's Sale of Real Estate have not been served on the defendants.

Please advise this office of your intentions/desires in this matter. Rule 3106, Sub-Section (d) of the Rules of Civil Procedure will eventually limit our time for service.

Sheriff's Sale was tentatively scheduled for June 11, 1981. However this date no longer applies as legal preparations could not be completed. Thus if mortgage foreclosure is to be pursued, another date will be assigned after receipt of advance costs.

Advance cost fees schedule is attached for your guidance and information when filing actions requiring service by the Columbia County Sheriff's Department.

Very truly yours,


A. J. Zale,
Chief Deputy Sheriff

AJZ/l dm

Enclosure

UNITED PENN BANK,

Plaintiff

vs.

RALPH KELCHNER, JR. and
DORIS KELCHNER, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

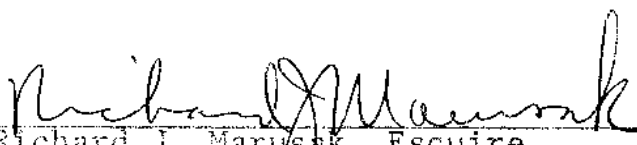
IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE
OF REAL ESTATE

TO: RALPH KELCHNER, JR. and DORIS KELCHNER, his wife, Defendants herein
and 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 vendee or outcry to the highest and best bidders, for cash, in
Courtroom No. _____, Columbia County Court House, Bloomsburg, Columbia
County, Pennsylvania, on _____, 1981 at _____
o'clock ____ M., all your right, title and interest in and to ALL that
certain piece or parcel of land situate in the Township of Briar Creek,
Columbia County, Pennsylvania, the same more particularly described in
Exhibit "A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in
interest, that the Sheriff will on _____, 1981, 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 this
schedule unless exceptions are filed thereto within ten (10) days
thereafter.


Richard J. Marusak, Esquire
Attorney for Plaintiff

ALL that certain piece or parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the East side of Legislative Route No. 19043 leading from Evansville to Route No. 93 and on the line of land of Ray Huntingdon;

THENCE (1) along line of Ray Huntingdon, South seventy-nine degrees thirty-five minutes twenty-eight seconds East (S. $79^{\circ} 35' 28''$ E.) a distance of two hundred forty-one and twenty-seven one-hundredths (241.27') feet to an iron pin;

THENCE (2) South thirty-two degrees fifty minutes West (S. $32^{\circ} 52' W.$) ninety-nine and thirty-eight one-hundredths (99.38') feet to an iron pin in line of other land of Ralph H. Kelchner and Veda M. Kelchner, his wife;

THENCE (3) along other land of Ralph H. Kelchner and Veda M. Kelchner, his wife, North seventy-nine degrees thirty-five minutes twenty-eight seconds West (N. $79^{\circ} 35' 28'' W.$) a distance of two hundred forty-two and eighty-six one-hundredths (242.86') feet to an iron pin on the east side of the aforementioned highway;

THENCE (4) along said highway, North thirty-three degrees forty minutes forty-one seconds East (N. $33^{\circ} 40' 41'' E.$) a distance of one hundred (100.00') feet to the place of BEGINNING.

CONTAINING Five hundred ten one-thousandths (.510) acres.